FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 15-11

FILED

AUG 9 - 2016

IGOR OVCHINNIKOV, ET AI

Federal Maritime Commission Office of the Secretary

v.

MICHAEL HITRINOV ET AL

Consolidated With

DOCKET NO. 1953(I)

KAIRAT NURGAZINOV, ET AI

MICHAEL HITRINOV ET AL

RESPONDENTS' REPLY TO COMPLAINANTS' RESPONSE TO THE PRESIDING OFFICER'S ORDER TO SUPPLEMENT THE RECORD

INTRODUCTION

Respondents Empire United Lines and Michael Hitrinov hereby reply to Complainants' Response to the Presiding Officer's June 29, 2016 Order to Supplement the Record. Some of the details of Respondents' Reply may be found in Appendix A, an annotated version of Complainants' Response. As there (and here) demonstrated, Complainants' assertions are, with few exceptions, incorrect as a matter of Shipping Act law and fact, and their purported documentary support on significant points is entirely irrelevant (not to mention imaginary, misstated, and/or fraudulent).

We address Complainants' assertions in two Parts. In Part I we note those matters where Complainants and Respondents agree, even if sometimes for different reasons. In Part II, we address the matters where the two sides disagree. The attachments are organized in three parts: **Appendix A**, as noted above, is an annotated markup of Complainants' Response; **Appendix B** is a compilation of all the documents cited by Complainants in their Response, as produced by Complainants¹; **Appendix C** consists of additional documents cited by Respondents herein.

As in the original Response, Respondents reply based on the unfounded assumption that Empire acted as an NVO with respect to the shipments at issue.² Respondents' Motion and Reply for Judgment on the Pleadings demonstrate in detail that Empire acted as a BCO vis-à-vis MSC, and so the FMC lacks subject matter jurisdiction over the dispute. For completeness, we have in Respondents' initial Supplement to the Record ("Respondents' Initial Supplement") and here provided the answers that would apply if Empire were somehow deemed to have acted in its NVO capacity. We do sometimes point out, however, where Complainants' own claims or authorities actually support Respondents' position that Empire was acting in its capacity as a beneficial cargo owner.³

¹ For the sake of brevity and clarity, we have not included all of the Exhibits to the Declaration of Michael Hitrinov (**Appendix B-3**), only Exhibit 17, which was referenced in Complainants' Response.

² We also assume arguendo Complainants' position that the members of the Global Auto Enterprise should be treated as individual entities, rather than the single enterprise and alter egos the New jersey Judge found them to be. ³ To clarify, there is not necessarily a single beneficial cargo owner that may qualify as a shipper in a particular case. Here, both Empire and Global had a beneficial interest in the cargo. See 46 C.F.R. 515.2(b).

PART I: AREAS OF AGREEMENT

- 1. <u>Identity of the two carriers.</u> Both sides identify MSC and Empire as the two carriers involved in the transportation, although Respondents identify Empire only by assumption.
- **2.** <u>Identity of the shipper vis-à-vis MSC.</u> Both sides identify Empire as the shipper vis-à-vis MSC. Again, we believe that Empire acted as shipper in its status as a BCO, not as an NVO.
- 3. <u>Identity of the consignee vis-à-vis MSC.</u> Both sides identify CarCont as the consignee vis-à-vis MSC.
- 4. The port of loading for MSC. Both sides agree that the Port of Loading was New York, New York. Complainants also refer to it as MSC's "point" of loading, but a shipment cannot have both a port and a point of loading for the same carrier. Although perhaps unclear to neophytes, a "point" of origin or destination is a technical/legal term of art that necessarily refers to a location outside the port.
- 5. The port of delivery/discharge for MSC. Both sides identify Kotka, Finland as the port of delivery/discharge for MSC.
 - **6. Date of delivery for Empire.** Both sides identify the Empire date of delivery as:
 - a. 2010 GMC Acadia January 14, 2013.
 - b. 2009 Camry January 29, 2013.⁴
- 7. Who directly paid the carriers. Both sides agree that (i) Empire paid MSC and (ii) Effect Auto paid Empire for the Jeep Compass and Mercedes Benz, while G-Auto paid Empire for the GMC Acadia and Toyota Camry.

⁴ As to the 2011 Jeep Compass and the 2009 Mercedes, addressed below, Complainants are simply a day late.

8. Whether the cargo was transported via Empire's service contract with MSC.

Both sides agree that the cargo was moved under the MSC contract, but Respondents note more accurately that containers were moved, not individual cars.

II. AREAS OF DISAGREEMENT

1. The nature of the transportation provided by Empire (as an assumed carrier).

Under well-established shipping precepts, the transportation provided by Empire as an assumed NVOCC was plainly port-to-port.⁵ The ocean contract of affreightment between Empire and Global USA (Global Auto Enterprise USA) was from the Port of New York to the Port of Kotka, Finland. Although Empire also transported the containers to the Port from the facility where the jointly-owned Investment Vehicles were stored (and Complainants say from the Port of Kotka to CarCont), it did not do so pursuant to a through bill of lading or through contract of affreightment. Thus, such local transportation beyond port boundaries was outside the scope of FMC jurisdiction and instead subject only to STB (or Finnish) regulations regarding motor carriers.

Complainants argue incorrectly to the contrary that the transportation at issue here was (i) from the facility to which Global Auto Enterprise delivered the cargo (ii) to the CarCont facility in Kotka. In so doing, they treat the concept of point-to-point service, as merely a matter of locating the origin and location on a map. As the Presiding Officer and the cases cited in the June 29 Order recognize, however, the difference between port-to-port and point-to-point service is not merely geographical. Rather, it turns on the precise nature of the transportation obligation under the specific bill(s) of lading/contract(s) of affreightment.⁶ In particular, as the Presiding Officer and the cited cases recognize, the ocean carrier's responsibility and the FMC's jurisdiction does not extend to the inland segment unless there is a *through* ocean bill of lading

⁵ Courts have defined an NVOCC as "a consolidator who acts as a carrier by arranging the transportation of goods from port to port." World Imports. Ltd. v.OEC Group New York, 820 F.3d 576, 579 n.2 (3rd Cir. 2016) (quoting from Logistics Management, Inc. v. One (1) Pyramid Tent Arena, 86 F.3d 908, 911 n.1 (9th Cir. 1996)).

⁶ As the FMC has recognized, the exact same geographical transportation may or may not be within the FMC's jurisdiction depending on the precise obligation undertaken by the water carrier under its contract of affreightment. *The Government of the Territory of Guam v. Sea-Land Service, Inc.*, 28 S.R.R. 252, 266 (FMC 1998).

showing responsibility by the ocean carrier for inland pickup or delivery as part of the ocean transportation. Thus, for example in *Norfolk Southern R. Co. v. James N. Kirby, Pty Ltd.* 543 U.S. 14 (2004), the Court found that the bills of lading extended to the inland segment because and only because they were *through* bills specifically undertaking delivery at an identified inland location and thus were "maritime contracts" for the entire voyage. Likewise, in *Kawasaki Kisen Kaisha Ltd. v. Regal-Beloit Corp.*, 561 U.S. 89, 93 (2010) (emphasis added), the very first sentence of the opinion announces that "[t]hese cased concern *through* bills of lading covering cargo for the entire course of shipment, beginning in a foreign, overseas country and continuing to a final, inland destination in the United States. And the Court's holding was that maritime law, not the Carmack amendment, applies "to a shipment [between the United States and a foreign country] under a *single through* bill of lading. Id. at 100 (emphasis added). Most importantly, the Court explicitly distinguished a through bill of lading from an ordinary ocean bill of lading:

The Court's decision in *Reider* v. *Thompson*, 339 U. S. 113, is not to the contrary. That case involved goods originating in Argentina, bound for an inland location in the United States. The Court in *Reider* determined that *because there was no through bill of lading, the original journey from Argentina terminated at the port of New Orleans*. Id. at 102 (emphasis added).

Finally, in *Mitsui O.S.K. Lines Ltd. v. Global Link Logistics*, 32 SRR 126 (FMC 2011), the FMC relied on "K" *Line* and the through bill of lading to assert jurisdiction over the issue of split routing, specifically noting that the Court in "K" *Line* had likewise addressed "the coverage of both ocean and inland shipping *under a single through bill of lading* issued by an ocean common carrier, *as is the case here*." Id. at 131 (emphasis added).

Complainants do not suggest that Empire operated under a through bill of lading or through contract of affreightment. Indeed, the only evidence of the nature of the obligation

undertaken by Empire shows that it was from the Port of New York to the Port of Kotka, Finland. As detailed in Respondents' Initial Supplement, and confirmed by the testimony of the two principals to the transaction, no house bill of lading was sent to Global for these shipments. Rather, at the request of Global, the MSC bill of lading was used by the parties as the contract of affreightment for the transportation. See Respondents' Initial Supplement at p. 4. Complainants acknowledge that the MSC Bill of Lading is port-to-port, and this is reflected as well in the instructions Global sent to Empire in the form of a Bill of Lading/Dock Receipt or Master Bill of Lading. See Attachments 2A-2D to Respondents' Initial Supplement. All of these documents show the Port of New York and the Port of Kotka as the origin and destination of the ocean transportation.

Moreover, Complainants' own assertions confirm port-to-port service. They say that the Empire shipment did not begin until the vehicle titles were validated. As demonstrated below, under CBP regulations, title may not be provided, much less validated, until the vehicle is in the ocean carrier's possession at the port. They also state that, for Empire, the cars were shipped from the facility it controlled (and to which Global delivered the cars). The inescapable logic of this is that the transportation from facility to port was undertaken separate from the ocean transportation, and thus, by Complainants' own admission, was not within the FMC's jurisdiction.

None of the documents relied upon by Complainants suggests the contrary. As to Mr. Hitrinov's prior declaration where the precise nature of the shipment was not at issue, it states

⁷ Complainants are simply wrong when they allege in the Complaint that "EUL refused to provide an Empire house bill of lading for the shipment of Complainants' vehicles, although such bills of lading were duly demanded." Compl. para. 77. It is striking moreover, that in all the litigation Complainants' Counsel has led against Empire, including on behalf of Global and on behalf of Complainants herein, there has never been produced a single document or witness statement reflecting any such demand.

absolutely nothing inconsistent with port-to-port transportation. Mr. Hitrinov's statement that the cars were "shipped" from a facility controlled by Empire was not said in the context of defining for Shipping Act purposes the nature of the transportation or Empire's role therein. Rather, it simply identified the reality that the jointly-owned Investment Vehicles were brought to the facility controlled by the majority owner of the vehicles, where they were stored prior to export (at no charge to Global). When the title was delivered and the time was right, Empire, as part owner, placed them in containers and delivered the containers to MSC at its own expense. In the absence of a through bill of lading, these facts are fully consistent with port-to-port transportation (as Complainants acknowledge when they say the transportation began when CBP validated the titles), and thus mean nothing regarding the actual nature of the transportation. The statement that Empire also shipped vehicles "other" than the Investment Vehicles, is trivially true. It is factually accurate, but has no significance – except to support Respondent's assertion that vehicles were shipped by Empire in two different capacities - Investment Vehicles as a cargo owner and "other" vehicles as an NVO. Finally, Complainants misleadingly characterize Mr. Hitrinov's Declaration, by putting the phrase "final buyer" together with a statement to which it did not belong in order to suggest falsely that Mr. Hitrinov acknowledged point delivery. The complete quote is directly opposite to what Complainants now claim:

"Normally, the final buyer of the vehicles is required to pay storage charges from the time the vehicles are delivered to CarCont Oy, until picked up by the final buyer. However, in light of Kapustin's/plaintiffs' repudiation and efforts to wrest control of the vehicles from EUL, EUL was required to be paid CarCont Oy's storage fee before removing the vehicles from that facility for eventual sale."

⁸ Complainants also insert without explanation a reference to CarCont as a "customs warehouse." That phrase appears nowhere in the document and does not accurately reflect what Mr. Hitrinov said. This is simply one manifestation of Complainants' wholesale manipulation of quotes. We identify others below.

What this means in plain English is that the party responsible for CarCont's storage fees was normally Global (specifically Global's Finnish sales agent Global Cargo OY), which would pass the charge on to its final buyers. In this case, Global defaulted, so Empire paid the charges not as a carrier, but as the majority owner of the cars and in their role as collateral. In

Complainants next point to the AESDirect submission listing Empire as the "freight forwarder," but fail to explain how being called a freight forwarder either (i) makes one an Ocean Freight Forwarder for purposes of the Shipping Act or (ii) tells you anything about the nature of the shipment (Ocean Freight Forwarders may participate in both port and door moves). Indeed, for purposes of the AES submission, the Census Bureau defines freight forwarder (there called forwarding agent) as "[t]he person in the United States who is authorized by the principal party in interest to facilitate the movement of the cargo from the United States to the foreign destination and/or prepare and file the required documents." 15 CFR 30.1(c). Likewise, "[t]he authorized agent is the person or entity in the United States who is authorized by the USPPI or the FPPI to prepare and file the EEI or the person or entity, if any, named on the export license." 15 CFR 30.6(b)(1). Empire was the forwarding agent/authorized agent for Global. Kapustin Aff. App. 5. Thus, it was required by the Census regulations to identify itself as the freight forwarder. This was recently confirmed by the Census Bureau. See Appendix C-

⁹ Indeed, CarCont first billed Global Cargo Oy for the storage charges for all four cars. See **Appendix C-1**. This is how all Investment Vehicles were handled, as exemplified by the 36 other invoices from CarCont to Global (for 40 cars) included in **Appendix C-2**.

¹⁰ Global agrees. See Kapustin Aff. para. 35; **Appendix C-8** (Email from Global to Empire stating that Global is bringing the title for the Jeep Compass); and **Appendix C-9** (Email from Effect Auto to Empire referring to the Mercedes-Benz as "collateral").

¹¹ Perhaps Complainants believe that Empire can be found in violation in its purported role as a "freight forwarder." If so, that is entirely wrong, as by definition all forwarder activities occur in the United States, and the Complaint relies entirely on activities in Finland. Ocean Freight Forwarders deal only with the U.S. export end of transportation, not the foreign import. See, e.g., 46 U.S.C. 40102(18); *Edaf Antillas, Inc. v. Crowley Caribbean Logistics LLC*, 33 SRR 710, 717-18 (ALJ 2014).

3. And Complainants again fail to note that the AESDirect submission states that the "ultimate consignee" is CarCont, a title Complainants rhetorically appropriate to themselves.

Nor do Complainants advance their cause by referencing the Memorandum and Order of the Honorable Sandra L. Townes, dated November 13, 2015 ("Townes Memorandum I"). ¹² See **Appendix B-5**. Nobody denies that Empire provided shipping and other services to Global – but that tells you nothing about either the nature of the transportation (port to port, point-to-point, port-to-point, or point-to-port) or the capacity in which Empire acted for the Investment Vehicles, as to which it shipped both for itself and for the co-owner Global.

Finally, Complainants purport to rely on imaginary documents – house bills of lading for the shipments. As discussed above and confirmed by both parties to the transportation arrangement, Global never requested, and did not want, a house bill of lading, so no such BOL was ever sent. Complainants' Counsel knows this full well, as he was Global's counsel at the time, and if such house bills were sent to Global he would have produced them as he has other Global documents, such as the various falsified invoices. Global and Empire decided, at Global's request, to rely instead on the MSC bill of lading (admitted to be port-to-port) and the Dock Receipt/Bill of Lading that Global sent as instructions to Empire (which shows the same port-to-port service as the MSC BOL). Hitrinov Aff. Para. 14; Kapustin Aff. Para. 19, 23.

2. <u>Identification of the "shipper."</u> As stated above, Respondents agree with Complainants that Empire was the shipper vis-à-vis MSC. But as demonstrated in Respondents' Motion and Reply for Judgment on the Pleadings, the capacity in which Empire acted as shipper of the

¹² We do note, however, that Complainants' use of the Townes Memorandum at least borders on misrepresentation. Even apart from misleadingly trimmed quotations, Complainants try to hide the fact that, in this preliminary motion, Judge Townes was merely summarizing the Complaint, not making findings of fact.

As identified in Respondents' June 22, 2016 Motion to Strike, and confirmed by Mr. Kapustin (Kapustin Aff. para. 38), the invoices from Empire to Global that Complainants produced as "shipping documents" are obviously fraudulent on their face.

Investment Vehicles was as majority owner of the vehicles. For those vehicles, Empire was a

BCO, not an NVO.

As to the shipper vis-à-vis Empire (again assuming arguendo that Empire was a carrier

and the Global entities are separate), it was either Global Auto, Inc., as stated in Respondents'

Initial Supplement, or, as the only possible alternative, Effect Auto, which, as Complainants

agree, held title to the vehicles. See Appendix C-4 (Copies of Titles). Respondents believe that

Global Auto, Inc. is appropriately considered the shipper. That is the entity with which Empire

dealt in addressing transportation of the vehicles. In particular, communications between Empire

and Global were channeled almost entirely through "Svetlana," an employee of Global Auto.¹⁴

Among other things, bill of lading instructions were sent to and received from Svetlana, and

Empire's invoices were sent to her. Svetlana also communicated with Empire regarding

¹⁴ The below signature block used by Svetlana in the attached and all other correspondence with Empire identifies her as representing Global Auto and with an email address of account@globalautousa.com.

С уважением,

Светлана,

Global Auto USA.

Телефон: +1 (215) 942-8570.

Skype: svetlana.global.auto.usa

E-mail: account@globalautousa.com

Веб-сайт: www.GlobalAutoUSA.com - Автомобили из США. Продажа авто из Америки.

Respectfully,

Svetlana,

Global Auto USA.

Phone: +1 (215) 942-8570.

Skype: svetlana.global.auto.usa

E-mail: account@globalautousa.com

Web-site: www.GlobalAutoUSA.com - Vehicles from USA. Auto sales from USA.

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valuations of the Investment Vehicles, and other transportation matters. Of particular note, neither G-Auto nor Complainants are identified on any of the documents.¹⁵

The only alternative entity that could be considered the shipper is Effect Auto. As shown by the titles themselves, even as produced by Complainants, Effect Auto was the legal owner of all four vehicles, and hence had a beneficial interest in the cars that would have qualified it as a BCO.

Complainants' suggestion of G-Auto as the shipper is simply wrong under the Shipping Act, which limits the types of entities that may be deemed "shippers." 46 U.S.C. 40102(22). Complainants do not suggest that G-Auto is a shippers' association, an NVOCC, or the consignee, which leaves only two possibilities. G-Auto is not a "cargo owner," because, unlike Effect, it did not have title to or an equity interest in the vehicles. Nor could G-Auto be said to be the party for whose account the transportation was provided, as that too requires a special relationship to the cargo not evidenced here. ¹⁶

In attempting to stake their claim to G-Auto as the shipper vis-à-vis Empire, Complainants point to a motley assortment of documents, none of which bears any relevance to the question of who the shipper was for purposes of the Shipping Act.

First, they point to the purported "contracts" for sale of the automobiles from G-Auto to Complainants. See **Appendix B-6**. Although these "contracts" are actually mere invoices, even as contracts they would not be "maritime" contracts, but rather, ordinary commercial contracts

¹⁵ Collected in **Appendix C-7** are emails from Svetlana for each of the cars, showing, inter alia, that Global and Empire agreed that the Dock Receipt/Bill of Lading (sometimes called Master Bill of Lading) would serve as the instructions for the shipment.

¹⁶ As the Commission has made clear, mere payment for the transportation is not enough to qualify the payer as the person for whose account the transportation was provided. *Petition of National Customs Brokers & Forwarders Association of America for Issuance of Rulemaking*, 28 SRR 1042 (FMC 1999). In any event, as both Complainants and Respondents agree, G-Auto paid for only two of the four vehicles at issue. See Part I.7, above.

subject to commercial laws and commercial modes of dispute resolution.¹⁷ And as discussed immediately below, the "invoices" contain many discrepancies that render them invalid. Thus, as a matter of both law and fact the invoices are not the sort of documents upon which either industry or courts could rely in ascertaining who is the shipper and who is the consignee.¹⁸

As previously explained, and now confirmed by the Declaration of Ms. Kapustina, President of Effect Auto (para. 1), G-Auto had no right to sell these vehicles, as they were actually owned by Effect Auto. Moreover, as identified in Respondents' Initial Supplement, G-Auto also issued similar "contracts" (invoices) to at least one other alleged purchaser of each vehicle.¹⁹

These purported invoices also raise other questions; this is why they are subject to a motion to strike, and we assume why Complainants refuse to produce them in native format.²⁰ As explained in Respondents' Initial Supplement, for example, the invoices: (i) typically address multiple vehicles, but with the exact same invoice number, and (ii) leave grave doubt that even the vehicle price, much less the transportation cost, was ever paid by Complainants. Moreover, the invoice for the GMC Acadia is dated August 22, 2012, but according to the Title, Effect Auto did not own the car until almost two months later (October 11, 2012). See **Appendices B-6** and **C-4**. Likewise, for the Jeep Compass, the "contract" is dated May 10, 2012, while Effect Auto did not own the car until October 10, 2012, more than five months later. See **Appendices B-6**

¹⁷ "A contract of sale concluded between the seller and the buyer . . . is not a maritime contract and will be governed by commercial law principles." T. Schoenbaum, *Admiralty & Maritime Law* § 10-1 at 2 (2nd Ed. 1994].

¹⁸ The reason why invoices are not considered transportation documents is obvious with even a smidgen of thought. The entire shipping world would be thrown into chaos if carriers had to treat invoices as transportation documents in addition to the actual contracts of affreightment and shipper's instructions without knowing which might govern in a particular instance.

¹⁹ Whereas Complainants' Counsel now asserts G-Auto was the seller, Complainants' Counsel previously asserted contrary claims before the EDNY—that the vehicles were the property of Effect (not G-Auto or Complainants). ²⁰ Mr. Kapustin states that all documents were sent to customers by email (Kapustin Aff. para. 40) and so it should be simple for Complainants to produce them in that manner.

and C-4. Mr. Kapustin has asserted that these "G-Auto" invoices," like those purporting to be from Global to Empire, have been falsified. Kapustin Aff. para. 39. Accordingly, even if invoices could in some cases serve as maritime contracts, which we have shown above they cannot, certainly the flaws in these allegedly-falsified invoices render them totally invalid, even apart from Complainants' refusal to produce native originals.

More fundamentally, identification of the "seller" of the cargo bears no relationship to the identity of the "shipper" for the transportation contract. For FMC purposes, the shipper in any transportation arrangement is the entity that is qualified as a shipper and that is identified as shipper on the shipping documents. As demonstrated above, G-Auto simply does not meet any of the qualifications to be the shipper, and was never identified as such.

Furthermore, Complainants have made inconsistent statements about the entity from which they purchased the vehicles. Attached as **Appendix C-5** are signed statements from Complainants (produced by Complainants as part of their "shipping documents") asserting (twice in each statement) that they purchased the car from "Global Auto," not G-Auto.²¹

Complainants next point to a statement in the Memorandum and Order of the Honorable Sandra L. Townes, dated November 13, 2015 ("Townes Memorandum II"), reciting as follows: "Between March 2010 and December 2012, Plaintiffs utilized the services of EUL (and, by virtue of the Service Agreement, the service of MSC), in shipping cars to Europe." See Appendix B-7. Even apart from the fact that this was a summary of Complainants' allegations, not a finding of fact, the statement is simply meaningless for purposes of identifying the actual shipper. Although G-Auto was among the plaintiffs, so too were Global Auto, Inc. and Effect Auto Sales, Inc. Even Complainants would not have enough chutzpah (we hope) to claim that

Each statement states identically; (i) that Complainant "[w]as informed by Global Auto, which I purchased the car from," and (ii) that the entities involved included "Global Auto (seller). See **Appendix C-5**.

each of the three entities was the shipper for purposes of the transportation contracts. We thus return to square one, where, as shown above, the shipper is either Global Auto, Inc., which made all of the actual transportation arrangements, or possibly Effect Auto Sales, which held title. By no means is it G-Auto.

In ascending order of silliness, Complainants next assert that the Declaration of Mr. Hitrinov in another proceeding identifies G-Auto as the shipper. See **Appendix B-3**. The two passages they quote, however, do not even mention G-Auto, much less identify it as the shipper for purposes of the Shipping Act. Going even further up the ladder, Complainants refer without explanation to powers of attorney or written authorizations for filling out the AESDirect, which may be found at Kapustin Aff. App. 5 and do not mention G-Auto.²² Finally, Complainants cite to the imaginary house bills of lading that Complainants know were never sent to Global Auto Enterprise. Unfortunately, imaginary documents may be no more relied upon than imaginary friends.

3. Identification of the Consignee. As noted in Part I, above, Respondents and Complainants both identify CarCont as the consignee vis-à-vis MSC. CarCont was also the consignee with respect to Empire. Complainants attempt desperately to appropriate that role, naming themselves as the "ultimate consignees." Whatever Complainants choose to call themselves, they cannot bootstrap themselves into the legal status of consignee by mere nomenclatural legerdemain. As shown in Respondents' Initial Supplement, Complainants stretch the term "consignee," which means the consignee identified on the contract of affreightment, beyond any bounds cognizable under the Shipping Act. Indeed, they themselves recognize the true consignee when they say in their answer to Question 6 that "[w]ith respect to EUL as

²² Complainants are being disingenuous when they suggest that such a power of attorney/written authorization was needed more generally for Empire to carry out "the export transactions" on behalf of Global Auto, Inc.

[assumed] carrier, the point of delivery was: CarCont LTD." If that was the point of delivery, then CarCont was the consignee. Furthermore, as previously identified, the very AESDirect forms incorrectly relied upon by Complainants identify CarCont as the "ultimate consignee." See Appendix B-4.

Remarkably, in the roughly nine months this proceeding has been ongoing, through multiple rounds of supplemental documents, as well as appendices/attachments, Complainants have yet to identify a single document, or a single witness statement, tying any of the Complainants to any of the transportation arrangements. Their names do not appear on any of the actual shipping documents; they recognize that they were not a shipper on any documents; and they have made no showing that Empire even knew who they were until well after the transportation was finished. This by itself is dispositive.

The shippers' instructions in this case are also directly contrary to Complainants' position. As addressed above, the only instructions Empire had from Global were contained in the agreed-upon Dock Receipt/Bill of Lading (in some cases titled Master Bill of Lading). Under those instructions, Empire's role as assumed NVO ended when the containers were turned over to CarCont at the port. After that, the transportation was entirely between Global, through its agent Global Cargo Oy, and CarCont. As explained above, at that point all CarCont charges, such as unloading and storage, were for the account of Global. Moreover, when Global wanted the four cars released, it sent a request to CarCont. Kapustin Aff. App. 21. Each plainly requests CarCont to release the vehicle to a specific individual designated by Global Cargo Oy (acting as stated thereon as agent for all Global companies). Neither Complainants, the other purchasers of the same vehicles, nor any other downstream entity was included within the instructions. Thus,

CarCont lacked any authority to release the vehicles to Complainants, and they may not be considered consignees.

Complainants' lack of any recognized relationship to the transportation agreements is reinforced by the very documents to which they cite. The invoices from G-Auto are not only unreliable and possibly falsified, but at best constitute agreements for the purchase of goods; they have absolutely no bearing on the transportation arrangements. If those invoices impose a delivery obligation on anyone, it is Global, not Empire. See n. 19, above. It is no different than if someone in Argentina bought a wood-burning stove online from Sears and Sears shipped it from the United States to its own warehouse or agent in Argentina for subsequent pickup by or delivery to the customer. Nobody familiar with the Shipping Act would even suggest that the customer is the consignee – ultimate or otherwise.

Complainants' reliance on the CBP document is astonishing. Even apart from the absence of any relationship to the Shipping Act, Empire did indisputably provide consignee information to CBP, properly identifying CarCont as the consignee. Thus, this document supports Respondents, not Complainants.

Complainants next toss into the ring a Declaration of Irina Kapustina in a totally different matter, which reads curiously much more like a legal memorandum than a statement by a fact witness. We see no basis on which to admit, much less rely upon, such a document. In any event, it is hardly surprising that a person accused of failing to deliver vehicles and actually selling the same vehicles to multiple customers (as occurred here) would make such statements (without of course providing any supporting evidence) in order to shift blame elsewhere.

²³ Indeed, at the very page of the Townes Memorandum cited, but misleadingly quoted, by Complainants (page 4), Judge Townes recites Plaintiffs' own assertion that: "The contracts of sale for the vehicles provided that *if Plaintiffs failed to make delivery* within a reasonable time, customers could cancel their contracts and receive a refund of the purchase price." (Emphasis added).

Furthermore, Ms. Kapustina states that she is making the Declaration in her capacity as President of Effect Auto, not G-Auto (para. 1), and confirms that the cars were owned by Effect Auto, *not* G-Auto. This actually disproves Complainants' theory that they were consignees by virtue of invoices from G-Auto.

Moreover, if one examines the statement closely, it actually says nothing of relevance, even as misquoted by Complainants. Ms. Kapustina first says that the automobiles "should have been released." That is true only if Global requested release and met the prerequisites to release. Global did neither. As previously noted, it is truly remarkable that Complainants have not identified even a single document or other shred of evidence showing that *anyone* – much less Global – ever made a request to Empire for release of these cars. Given that Complainants' counsel was Global's counsel at that time and in the EDNY litigation, the absence of any such evidence is virtually conclusive proof to the contrary. Moreover, Complainants have misleadingly elided the beginning of the statement, which reads: "Our vehicles should have been released" (Emphasis added). See Appendix B-9. When the quote is thus corrected, it becomes quite clear that Ms. Kapustina is talking about release to Global, not to unidentified persons who might have purchased the cars from a different entity (or been one of several to do so).

Ms. Kapustina also says that "the ultimate end purchaser should have received their vehicle in a timely fashion." They certainly should have, but it was Global, not Empire, that was obligated to deliver the cars to the Complainants (see n. 19, above); and it was Global, not Empire, that failed both to request release and to meet the requirements for release. Had Global done so, it would have received the vehicles and would have been able to timely deliver them to Complainants (or to the other buyers to whom Global sold the same vehicles).

Moreover, the Kapustina allegations in this Declaration are flatly contrary to: (i) her own letter to Mr. Hitrinov admitting Empire's ownership interest in the Investment Vehicles, Kapustin Aff. App. 3. (ii) the Affirmation of Mr. Kapustin, head of the Global Auto Enterprise, stating that Empire was well within its rights to retain the vehicles Kapustin Aff. Para. 13, 14, 61. and (iii) the letter from Ms. Kapustina to Mr. Hitrinov stating that Global would use CarCont as its agent. **Appendix C-6**.

Complainants cite a statement in the Townes Memorandum II to the effect that the vehicles had already been pre-sold to customers overseas. See **Appendix B-7**. This is another instance of Complainants' misdirection by redaction. As the more fulsome quote shows, Judge Townes was not stating facts, or otherwise giving the statements her imprimatur, but merely reciting what was said in Plaintiffs' motion (which she denied) for a TRO and preliminary injunction, and the specific term "pre-sold" was taken directly from declarations by Plaintiffs in support of their motion (as shown by the quotation marks employed by Judge Townes):

"Plaintiffs moved for a temporary restraining order and preliminary injunction, seeking a mandatory injunction directing Defendants to release, or cause the storage facilities having possession of the cars to release, the automobiles listed in Exhibit C to the Complaint. In support of their motion, Plaintiffs filed three nearly identical declarations [from Ms. Kapustina, Mr. Kapustin, and Mr. Goloverya]. All three declarations state that, on various dates between March 2010 and December 2012, the declarant entered into multiple separate contracts with EUL to ship vehicles to Finland. At the time the vehicles were delivered to EUL, the vehicles had already been 'pre-sold to customers overseas.' Kapustina Dec., ¶ 6; Kapustin Dec, ¶ 6; Goloverya Dec., ¶ 6." Appendix B-7, at p. 4.

Moreover, as discussed above and in Respondents' Initial Supplement, there is considerable doubt about these "sales." According to Mr. Kapustin, each of the Complainants still owes money for the vehicle, and so has a "reservation" rather than a purchase. He also alleges that the invoices have been falsified. Moreover, at least some of the vehicles have

invoice dates well before Effect Auto obtained ownership. And each of the cars was also "presold" by Global to at least one other person. In any event, any such sale was totally unknown to Empire and contrary to its agreement with Global. Hitrinov Aff. para. 32; Kapustin para. 29, 30.

In any event, we have already shown that these purported "invoices" are not maritime contracts and have no relevance to answering the question at hand – who was the consignee? Complainants' position thus boils down to the claim that a common carrier is required to deliver cargo, regardless of the shipper's instructions, to persons of whose existence he is totally unaware, who do not have the original contract of affreightment and whose names do not appear on any single transportation document (or on any other document provided to the common carrier, here Empire). One can only shake one's head and exclaim "huh."

- 4. Place of Origin. As stated in Part I, above, the parties agree that the Port of New York was the MSC port of origin (we will assume Complainants' reference to a "point" of loading for MSC was simply an inadvertent error). As to the Empire origin (again assuming for purposes of argument that Empire was acting as an NVO), it is, as discussed in Part II.9, above, also from the Port of New York for purposes of the Shipping Act. Any motor transportation prior to the port was not part of the ocean transportation, but rather a separate land move that Empire performed in its role as partial owner of the cargo.
- 5. <u>Date of Shipment.</u> With respect to MSC, Complainants misidentify the date of shipment because they are unfamiliar with the Shipping Act regime. As explained in the original Declaration, the date of shipment is the date that the cargo is physically received by the common carrier or its agent (i.e., the date the container was in-gated at MSC's Port of New York facility).

 46 C.F.R. 520.7(c). Those dates were as follows based on MSC's tracking records (see Attachments 7A-7D to Respondents' Initial Supplement):

- a. GMC Acadia. December 18, 2012.
- b. Jeep Compass. November 8, 2012.
- c. Mercedes Benz. November 8, 2012.
- d. Toyota Camry. January 3, 2013.

Under the same rule, the applicable dates for Empire are the dates on which Empire physically received the vehicles from Global at a facility under Empire's control. Those dates are as follows:

- a. GMC Acadia. October 19. 2012.
- b. Jeep Compass. October 18, 2012.
- c. Mercedes Benz. October 25, 2012.
- d. Toyota Camry. November 14, 2012.

Complainants make the passing strange assertion that a shipment should be deemed to begin when the title is validated.²⁴ If that were true, then the shipments would necessarily be port-to-port, as the title may not even be provided to CBP, much less validated, until after the vehicle is at the port.²⁵ Furthermore, because the title validation process applies only to vehicles, Complainants' proposal would mean either that containers with other cargo would have no shipment date, or that a container of vehicles would be treated differently than a container of any other commodity, such as machine parts or refrigerated cargo. Nor do Complainants proffer any reason why validation of title is a more significant date than any other export requirement for cars or other cargo. All this is irrelevant, however, for two reasons. First, as stated in the CBP field manual produced by Complainants: "CBP will no longer provide a stamped 'release for

²⁴ A "validated" title is no more than the original title with a date stamp. It is neither more nor less valid than the original title.

²⁵ "The vehicles must be delivered to the exporting carrier prior to presentation of documents." See **Appendix B-8**.

export vehicles With no action or notification by CBP, vehicles may be loaded for export 72 hours after proper and compliant documents have been presented to the CBP." **Appendix B-8**. Second, and most importantly, the FMC regulations already tell you exactly how to calculate the date.

Even more bizarre, Complainants attempt to support their position by reference to entirely irrelevant, and largely imaginary, documents. Even if Respondents did have "validated" copies of the titles, they would tell you only the date of validation, but would offer no support for the proposition that such date has any relevance under the Shipping Act. Nor, as discussed above, and as Complainants' Counsel well knows, were any house bills of lading ever used or sent for these shipments, for which the parties agreed to use the MSC bill of lading and the instructions given by Global in the form of a Dock Receipt/Bill of Lading or Master Bill of Lading. Finally, Complainants cite to a CBP Field document, which states that "the original certificate of title" is required for export of an automobile. See Appendix B-8. Respondents did in fact provide the original titles to CBP. These original titles were, as a matter of necessity and course, passed on to CarCont (with the cars) for transmittal to Global Cargo Oy when it came to pick up the cars. All Respondents retain are *copies* of those original titles, and they were already produced to the Presiding Officer and Complainants (who produced the same documents from an unknown source) as part of the original shipping documents.

Place of Delivery. As stated in Part I, above, Respondents agree that the MSC port of delivery was the Port of Kotka, Finland. As to the Empire place of delivery, we have explained in Respondents' Initial Supplement why it too must be the Port of Kotka. See Respondents' Initial Supplement, at p. 11.

Complainants assert that the place of delivery for Empire was instead the nearby CarCont warehouse. They base this on a single document – a Finnish Customs Report – which they claim "explains that the point of delivery was the warehouse of CarCont in Kotka, Finland." See **Appendix B-10**. Putting aside the question of how anyone could rely on a customs report created well after the fact, Complainants' assertion is pure fantasy and wholly misrepresents what the document actually says. The Report states absolutely *nothing* about delivery to CarCont, much less who performed the delivery or who was responsible for the delivery for purposes of the Shipping Act. **All** it indicates is that at some time the cars were present at the CarCont warehouse; it says nothing about when, how, and by whom they got there.

- 7. <u>Date of Delivery.</u> Complainants claim not to know the date of delivery by MSC. As demonstrated by MSC's Tracking Reports and identified in Respondents' Initial Supplement, those dates were as follows:
 - a. GMC Acadia. January 14, 2013
 - b. Jeep Compass. December 11, 2012
 - c. Mercedes Benz. December 11, 2012
 - d. Toyota Camry. January 29, 2013.

For Empire, the date of delivery is the date it was out-gated by CarCont from the Port. As stated in Part I above, Respondents agree with Complainants that the GMC Acadia was delivered on January 14, 2013 and the Toyota Camry was delivered on January 29, 2013. As also stated above, Complainants are simply a day late for the Jeep Compass and Mercedes-Benz, which according to MSC's tracking report CarCont took possession of on December 11, [not 12] 2012. Complainants' error is likely based on their misunderstanding of the Hitrinov Declaration and their conflation of delivery for Shipping Act purposes and storage for commercial purposes.

8. Identification of Entity that Directly Paid the Carrier. As noted above, Respondents agree with Complainants as to which entities respectively paid MSC and Empire. We note, however, that Empire did produce its freight invoices, which were part of the "shipping documents" Respondents produced in June. While Complainants may not like the form of the invoices, they were agreed to and actually used by the Parties, including when Complainants' Counsel was counsel for Global. We are surprised, however, to see Complainants resurface the facially fraudulent "statements" that were so obviously manipulated by Global, and according to Global by Complainants' Counsel.

Respectfully submitted,

Eric Jeffrey

Anjali Vohra

Nixon Peabody LLP

799 9th Street, N.W., Suite 500

July Brigal Volus

Washington, D.C. 20001

202-585-8000

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing Respondents' Reply to Complainants' Response to the Presiding Officer's Order to Supplement the Record by email and first class mail to the following:

Marcus A. Nussbaum, Esq. P.O. Box 245599 Brooklyn, NY 11224 Marcus.nussbaum@gmail.com

Seth M. Katz, Esq. P.O. Box 245599 Brooklyn, NY 11224

Dated at Washington, DC, this 9th day of August, 2016.

Aniali Vohra

Counsel for Respondents



OFFICE OF THE SECRETARY FEDERAL MARITIME COMM

Anjali Vohra Associate avohra@nixonpeabody.com

Nixon Peabody LLP 799 9th Street NW Suite 500 Washington, DC 20001-4501 202-585-8000

August 9, 2016

VIA EMAIL AND FIRST CLASS MAIL

The Hon. Karen V. Gregory Secretary of Federal Maritime Commission 800 North Capitol St. Room 1046 Washington, D.C. 20573

Re: Docket No. 15-11 – Ovchinnikov v. Hitrinov

Dear Ms. Gregory:

Enclosed for filing in the above-captioned matter are an original true copy and five (5) additional copies of:

1. Respondents' Reply to Complainants' Response to the Presiding Officer's Order to Supplement the Record

Please contact me if you have any questions.

Enclosures

Respondents' Annotated Markup Of Complainants' Response

BEFORE THE FEDERAL MARITIME COMMISSION

DOCKET NO. 15-11

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,

 $-\nu s. -$

MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

INFORMAL DOCKET NO.: 1953(I)

KAIRAT NURGAZINOV,

-vs.-

MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

COMPLAINANTS' RESPONSE TO ORDER FOR PARTIES TO SUPPLEMENT THE RECORD

Pursuant to the Presiding Officer's Order of June 29, 2016 which directed the parties herein to supplement the record in this matter, Complainants, through their Counsel, Marcus A. Nussbaum, Esq., respectfully provide the following information:

Question 1: Identify each common carrier that assumed responsibility for transportation of the automobiles from the United States to a port or point in a foreign country.

Answer:

For all four vehicles at issue in this matter, the common carriers were respondent Empire United Lines Co. Inc. ("EUL") and Mediterranean Shipping Company S.A. ("MSC"). With respect to the foregoing, MSC was responsible for the 'Port to Port' transportation of the automobiles. The Presiding Officer is respectfully referred to the MSC Bills of Lading ("BOL"), annexed as Appendix "E" to Complainants' Response to Respondents' Motion for Judgment on the Pleadings, as well as the MSC Service Contract between MSC and EUL annexed as Appendix "F" to Complainants' Response to Respondents' Motion for Judgment on the Pleadings.

With respect to the foregoing, EUL was responsible for the 'Point to Point' (i.e. warehouse to warehouse) transportation of the automobiles. Even assuming arguendo that Empire was acting as an NVO, there was no "Point to Point" transportation, as shown in Respondents Supplement and in the Reply to which this is attached. The Presiding Officer is respectfully referred to the following documents in support of this response:

A. The Declaration of Michael Hitrinov, dated May 23, 2013 (from the matter of Global Auto Inc. et al., v. Michael Hitrinov et al., U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-2479) and annexed hereto as Appendix "A" in which respondent Hitrinov explains as follows:

"I am president of Empire United Lines Co., ("EUL"), principally a transportation service company that is involved in freight forwarding, warehousing and the shipping of containers and other cargoes...." (p.1, ¶"1");

The Declaration explains that the vehicles at issue herein¹ "...were shipped out of EUL's designated facility in Elizabeth, NJ and into the Carcont OY storage facility in Kotka, Finland..." (p. 2, ¶ "5").

The Declaration further explains that "plaintiffs² requested that EUL arrange for the ocean transport to Finland of the Investment Vehicles, and other vehicles not covered by parties' agreement" (p. 3, ¶ "7");

Lastly, the Declaration contains an admission that until the "final buyer" picked up the vehicle from the point of delivery (i.e. the customs warehouse of "Carcont OY"), that EUL was responsible for the payment of storage charges but because the final buyer did not pay, EUL was required to pay the storage fees (p. 16, ¶ "51"). Complainants misrepresent by selective deletion Mr. Hitrinov's statement regarding the "final buyer." When quoted in full, its meaning is directly opposite what Complainants assert. What Mr. Hitrinov actually said is that Global was normally responsible for payment of CarCont charges, which it passed on to the "final buyer," but in this case Empire was required by Global's default to pay the charges to protect its collateral. See Reply

B. The AESDirect Shipment Record prinouts (alternatively referred to as Electronic Export Information or "EEI" by the U.S. Census Bureau) annexed as Appendix "D" to Complainants' Response to Respondents' Motion for Judgment on the Pleadings, which identify EUL as the Freight Forwarder for

Exhibit "17" to the Hitrinov Declaration contains invoices identifying the Complainants' vehicles by make, model and VIN number.

The "plaintiffs" in the Federal litigation referred to by Mr. Hitrinov include the corporate entity known as "G Auto Sales Inc." which sold the automobiles at issue to the Complainants herein.

the shipment of all four automobiles; As noted in Respondents' Supplement Record Reply, Complainants fail to explain how being called a freight forwarder either (i) makes one an Ocean Freight Forwarder for purposes of the Shipping Act³ or (ii) tells you anything about the nature of the shipment (Ocean Freight Forwarders may participate in both port and door moves). Moreover, Census Bureau regulations make clear that the term "freight forwarder" means an authorized agent for purposes of filling out the paperwork, and bears no relationship to an Ocean Freight Forwarder under the Shipping Act.

- C. The Memorandum and Order of the Honorable Sandra L. Townes, dated November 13, 2015 and filed on November 19, 2015 (from the matter of Global Auto Inc. et al., v. Michael Hitrinov et al., U.S.D.C. E.D.N.Y. Docket No.: 13-cv-2479) a copy of which is annexed to Complainants' Response to Respondents' Motion for Judgment on the Pleadings as Appendix "G" where Judge Townes explains that with respect to the subject automobiles, that EUL, "...provided shipping and storage services to Plaintiffs..." (p. 8 from the Memorandum and Order); and Complainants' repeated misrepresentation of the Townes Memorandum is addressed in the Reply.
- D. Complainants additionally rely upon the EUL BOL's for these shipments which the Respondents have refused to produce herein and which are the

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³ For purposes of the AES, any filer that is not the 100% owner of the cargo is required to file as freight forwarder.

subject of Complainants' pending Motion to Strike, To Preclude, and to Compel Compliance with the Presiding Officer's Orders. As addressed in more detail in the Reply, Complainants' purported reliance on imaginary documents is wholly unavailing. As Complainants' Counsel well knows, having been counsel for Global at the time, no house bills of lading were ever requested by Global or sent by Empire. Rather, the parties agreed to use the MSC bill of lading and the shippers' instructions (denominated as Master Bill of Lading or Dock Receipt/Bill of Lading) as the transportation contract. Complainants themselves admit that these were port-to-port. With respect to the various documents referenced herein that Complainants' claim Respondents have "refused to produce," we note that these documents are purely imaginary. As discussed in Respondents' Supplement Record Reply, the parties agreed to use the MSC shipping documents (the BOL and shipper's instructions shown in the Dock Receipts) as the transportation contract.

Question 2: For each carrier, identify the shipper or shippers.

Answer:

With respect to the segment of the shipping transaction between MSC as carrier and EUL (the 'Port to Port' segment of the shipments), the three MSC BOL's referenced above identify the shipper as EUL. The Presiding Officer is additionally referred to the MSC Service Contract referenced above, which identifies EUL as "Shipper". Respondents agree that Empire was the shipper visarvis MSC. Moreover, paragraph "6" of the service contract contains a certification of shipper status in which EUL admits that it is acting as "NVOCC". Respondents have shown in their Reply to Complainants Response Regarding

Judgment on the Pleadings that the certification issue is a red herring, and has no relevance to the issue of how Empire shipped a small subset of the vehicles it moved under the MSC contract.

With respect to the segment of the shipping transaction between EUL as carrier and others as shipper (the 'warehouse to warehouse' segment of the shipments), the shippers were G-Auto Sales Inc. for all four automobiles. This is simply not possible. As shown in Respondents' Reply, G-Auto does not meet the Shipping Act requirements to be a "shipper." The actual shipper was necessarily Global Auto (which actually entered into the transportation arrangements with Empire, or in the alternative Effect Auto, which held title to each of the vehicles. In support of this response, the Presiding Officer is respectfully referred to:

A. The contracts of sale for the automobiles between G-Auto Sales, Inc. as seller and each of the Complainants as buyer, all of which are annexed to Complainants' Notices of Filing dated May 2, 2016 (pp. 10-15) and May 4, 2016 (pp. 12-14, 56-59, 70-71), in response to the Presiding Officer's April 27, 2016 Order to File Shipping Documents; As demonstrated in the Reply, contracts of sale (or more accurately mere invoices) are not "maritime contracts" and so cannot govern the transportation arrangement, much less define the shipper. Moreover, these particular invoices, which Global says are fakes, have serious deficiencies that render them invalid, at least for purposes of defining the parties to the transportation arrangement. Among other things, there are clear issues regarding, inter alia, (i) the use of the same invoice number for multiple vehicles, (ii) that G-Auto did not own any of the vehicles

(Effect did), (iii) that several of the invoices are dated well before Effect actually owned the vehicle, (iv) that the same cars were also sold by G-Auto to other persons, with similar invoices, and (v) that Complainants themselves have made contradictory statements regarding the entity from which they purchased the vehicles.

- B. The Memorandum and Order of the Honorable Sandra L. Townes, filed November 7, 2013 and dated November 5, 2016–2013 (from the matter of Global Auto Inc. et al., v. Michael Hitrinov et al., U.S.D.C. E.D.N.Y. Docket No.: 13-cv-2479) a copy of which is annexed hereto as Appendix "B", where Judge Townes recites various facts that are "not in dispute" including the following: "Between March 2010 and December 2012, Plaintiffs⁴ utilized the services of EUL (and, by virtue of the Service Agreement, the service of MSC) in shipping cars to Europe..." (p. 2 from the Memorandum and Order); As discussed in the Reply, these "facts" were not findings of fact, but rather a simple recitation of the allegations in the Complaint.
- C. The admissions contained in the Declaration of Michael Hitrinov, dated May 23, 2013 referenced above wherein Respondent Hitrinov explains that with respect to the subject automobiles, that the "...transportation was arranged by EUL..." Although only a minor, and legally irrelevant point, Complainants take this out of context, again try to deceive the Presiding Officer by quoting snippets out of context. The complete -as the statement was: "EULC agreed to charge a flat rate of \$750 for all vehicles, including the

⁴ See Footnote "2".

Investment Vehicles, whenever transportation was arranged by EUL."

RespondentAs the full quote shows, the statement is the exact opposite of what Complainants claim – Mr. Hitrinov–Hitrinov didoes not affirmatively state here that the transportation at issue here was in fact arranged by EUL, but only the price that would apply if Empire arranged the transportation... (p. 3, ¶ "8" of the Declaration of Michael Hitrinov) and that "...Overall, between 2010 and 2012, EUL shipped over 680 vehicles on behalf of Kapustin/plaintiffs⁵ without any complaint" (p. 3, ¶ "9" of the Declaration of Michael Hitrinov);

- D. The Powers of Attorney or Written Authorizations from Shipper (U.S. Principal Party in Interest) to Freight Forwarder (EUL) to act on its behalf in the export transactions which the Respondents have refused to produce herein and which are the subject of Complainants' pending Motion to Strike, To Preclude, and to Compel Compliance with the Presiding Officer's Orders; The written authorization is found at Kapustin Aff., app. 5. and
- E. Complainants additionally rely upon the EUL BOL's for these shipments which the Respondents have refused to produce herein and which are the subject of Complainants' pending Motion to Strike, To Preclude, and to Compel Compliance with the Presiding Officer's Orders. As shown above, these are imaginary documents and Complainants Counsel knows that to be so. The actual shipping documents have already been produced.

See Footnote "2".

Question 3: For each carrier, identify the consignee or consignees.

Answer: With respect to MSC as carrier, for all four vehicles at issue in this matter the consignee is Carcont LTD, Merituulentie 424, Kotka, Finland 48310. In support of this response, the Presiding Officer is referred to the MSC BOL's referenced above. Respondents agree.

With respect to EUL as carrier, for all four vehicles at issue in this matter the consignees were the Complainants. In support of this response, the Presiding Officer is referred to the following:

- A. The contracts of sale for the automobiles between G-Auto Sales, Inc. as seller and each of the Complainants as buyer, referenced above. By virtue of the contracts of sale, the buyers/complainants were the *ultimate* consignees for the automobiles; As shown in some detail in the Reply and summarized above, these invoices are not maritime contracts, and thus cannot be used to identify the parties to the transportation contract, even apart from the multiple discrepancies and other problems that render them useless. Complainants were not any sort of consignees "ultimate" or otherwise.
- B. Additionally, Complainants rely upon the document entitled "U.S. Customs and Border Protection Field Operations, New York Informational Pipeline No. 08-012-NWK", annexed to Complainants' Notice of Filing of May 4, 2016 as Appendix "4", which provides Procedures for Exporting Used Vehicles and explains that respondents were required to provide consignee information to CBP which "...must be legible and complete.". Respondents did in fact provide legible and complete consignee information to CPB, and there is no

- allegation otherwise. To the extent that documents from other regulatory regimes are relevant, CBP noted that CarCont, not Complainants, was the "ultimate consignee."
- C. The Declaration in Support of Order to Show Cause for Preliminary Injunctive Relief, of Irina Kapustina, President of Effect Auto Sales Inc., dated May 29, 2013 (from the matter of Global Auto Inc. et al., v. Michael Hitrinov et al., U.S.D.C. - E.D.N.Y. Docket No.: 13-cv-2479) a copy of which is annexed hereto as Appendix "C", which explains that the subject automobiles "...should have been released and the ultimate end purchaser should have received their vehicle in a timely fashion..." (p. 5, ¶ "9" of the Declaration of Irina Kapustina); Complainants have misleadingly elided the beginning of the statement, which reads: "Our vehicles should have been released" (Emphasis added). When read in complete sentences and context, what Ms. Kapustina said, in plain English, was that Empire should have released the vehicles to Global, not the Complainants. That of course depending on Global requesting and meeting the requirements for release, neither of which it did. Had Global met its obligations to Empire, Empire would have released the cars to Global and Global could have made timely delivery to Complainants (or the other set of persons to whom they also sold the vehicles) and
- D. The Memorandum and Order of the Honorable Sandra L. Townes (Appendix "B" which explains that "...the vehicles had already been pre-sold to customers overseas..." (p. 4 of the Memorandum and Order). This is yet

again another unethical manipulation of quotations. As demonstrated in the Reply, the entire quote shows quite a different story, as well as the fact that these were not findings by Judge Townes, but rather recitations of certain Declarations filed by Plaintiffs in support of their unsuccessful motion for injunctive relief.

Question 4:

For each carrier, identify the port or point of origin.

Answer:

With respect to MSC as carrier, the port and point of origin (loading) was New York, NY. In support of this response the Presiding Officer is respectfully referred to the MSC BOL's referenced above. While Respondents agree as to the port of loading, we note that Complainants stray reference to a "point" of loading is simply wrong. A shipment cannot have both a port and a point of loading within the port. for the same carrier. A "point" of origin or destination is a technical/legal-term of art that necessarily refers to a location outside the port.

With respect to EUL as carrier, the Declaration of Michael Hitrinov referenced above explains that the vehicles "...were shipped out of EUL's designated facility in Elizabeth, NJ..." (Declaration of Michael Hitrinov, p. 2, ¶ "5"). We explain in detail in the Reply why the actual place of loading was the Port of New York for Empire as well as MSC, given that there was no "through" contract of affreightment.

Question 5:

For each carrier, identify the date the shipment began.

Answer:

With respect to MSC as carrier, the dates that the shipments began are identified in the three MSC BOL's referenced above and are as follows: <u>Complainants here</u> fail to follow the FMC rule on determining the date of shipment, which sets the

date by the date that the carrier, or its agent, physically received the cargo. The correct dates are inserted after Complainants' below, based on MSC's own tracking reports.

- 2010 GMC Acadia (VIN# ending in 8200, Complainant Ovchinnikov) Date of Shipment is December 22, 2012; <u>December 18, 2012</u>
- 2011 Jeep Compass (VIN# ending in 2296, Complainant Rzaeva) Date of
 Shipment is November 16, 2012; November 8, 2012
- 2009 Mercedes-Benz C300 (VIN# ending in 3295, Complainant Nekipelov) –
 Date of Shipment is November 16, 2012; November 8, 2012 and
- 2009 Toyota Camry (VIN# ending in 6703, Complainant Nurgazinov) Date of Shipment is January 13, 2013). January 3, 2013.

With respect to EUL as carrier, the shipments began when CBP validated the original certificates of title when they were presented to CBP by the Respondents. In support of this response, Complainants rely upon the copies of the validated certificates of title which Respondents have refused to produce, and which are the subject of Complainants' pending Motion to Strike, To Preclude, and to Compel Compliance with the Presiding Officer's Orders. Complainants also rely upon the EUL BOL's for these shipments which the Respondents have refused to produce. Additionally, Complainants rely upon the document entitled "U.S. Customs and Border Protection Field Operations, New York Informational Pipeline No. 08-012-NWK", annexed to Complainants' Notice of Filing of May 4, 2016 as Appendix "4", which provides Procedures for Exporting Used Vehicles and explains that documents required for export of the automobiles include "...the

original certificate of title...". As demonstrated in detail in the Reply, the date of title validation (time-stamping) has absolutely no relevance to the date of shipment as prescribed by the FMC, and if used would refer to a date when the cargo was in the possession of MSC. The correct dates are as follow:

- 1. GMC Acadia October 19.2012
- 2. Jeep Compass October 18, 2012
- 3. Mercedes Benz October 25, 2012
- 4. Toyota Camry November 14, 2012

Question 6: For each carrier, identify the port or point of delivery.

Answer: With respect to MSC as carrier, the Port of Discharge is Kotka, Finland, as identified in the three MSC BOL's referenced above. Agree.

With respect to EUL as carrier, the point of delivery was: Carcont LTD, located at Merituulentie 424, Kotka, Finland 48310. In support of this response, Complainants rely upon the Certified English Translation of the Finnish Customs Report entitled "DOCUMENT REQUEST /OY CARCONT LTD WAREHOUSE INSPECTION", annexed hereto as Appendix "D", which was previously provided (in Finnish) to the Presiding Officer as part of Complainants' Notice of Filing of May 4, 2016. This customs report explains that the point of delivery was the warehouse of CarCont in Kotka, Finland.

The document referred to by Complainants says absolutely nothing about the place of delivery by anyone. Under the transportation agreement between Empire

and Global, Empire's responsibility ended the moment that CarCont out-gated the cargo from the MSC terminal.

Question 7: For each carrier, identify the date of delivery.

Answer: With respect to MSC as carrier, the dates of delivery are: The correct dates, based on when MSC made the cargo available to CarCont, as determined from the MSC tracking report, are inserted below.

- 2010 GMC Acadia (VIN# ending in 8200, Complainant Ovchinnikov) Date of
 Delivery is unknown; January 14, 2013.
- 2011 Jeep Compass (VIN# ending in 2296, Complainant Rzaeva) Date of
 Delivery is unknown; <u>December 11, 2012.</u>
- 2009 Mercedes-Benz C300 (VIN# ending in 3295, Complainant Nekipelov) –
 Date of Delivery is unknown; <u>December 11, 2012,</u> and
- 2009 Toyota Camry (VIN# ending in 6703, Complainant Nurgazinov) Date of Delivery is unknown. <u>January 29, 2013.</u>
 - With respect to EUL as carrier, the dates of delivery are: <u>Because Complainants</u> used the wrong definition, they are slightly wrong on two of the dates, corrected below.
- 2010 GMC Acadia (VIN# ending in 8200, Complainant Ovchinnikov) Date of Delivery is January 14, 2013; Agreed
- 2011 Jeep Compass (VIN# ending in 2296, Complainant Rzaeva) Date of
 Delivery is December 12, 2012; <u>December 11, 2012.</u>
- 2009 Mercedes-Benz C300 (VIN# ending in 3295, Complainant Nekipelov) –
 Date of Delivery is December 12, 2012; and <u>December 11, 2012.</u>

2009 Toyota Camry (VIN# ending in 6703, Complainant Nurgazinov) – Date of Delivery is January 29, 2013. Agreed. —See reply Part I.6.

In support of this response, Complainants rely upon Exhibit "17" to the Hitrinov Declaration referenced above which contains invoices identifying the Complainants' vehicles and dates that OY Carcont Ltd. purports to have stored the vehicles. The Hitrinov Declaration explains that storage charges were calculated "...from the time the vehicles are delivered to Carcont OY..." (p. 16, ¶ "51" of the Hitrinov Declaration).

Question 8: Identify the entity that directly paid each common carrier for the transportation by water. All agreed, without reliance on Complainants' falsified invoices.

Answer: With respect to MSC as carrier, pursuant to the MSC Service Contract referenced above, MSC was to invoice EUL directly for ocean freight.

With respect to EUL as carrier, EUL has not produced freight invoices, however, the payments were made to EUL as follows:

- 2010 GMC Acadia (VIN# ending in 8200, Complainant Ovchinnikov) Payment made by G Auto Sales Inc. (See Complainants' Notice of Filing of May 4, 2016, Appendix "2", which contains "Statement #448" and accompanying wire transfer notice indicating \$1500.00 was paid by G Auto Sales Inc.);
- 2011 Jeep Compass (VIN# ending in 2296, Complainant Rzaeva) Payment made by Effect Auto Sales Inc. (See Complainants' Notice of Filing of May 4, 2016, Appendix "1" which contains "Statement #439" and accompanying wire transfer notice indicating \$2250.00 was paid by Effect Auto Sales Inc.);

2009 Mercedes-Benz C300 (VIN# ending in 3295, Complainant Nekipelov) -

Payment made by Effect Auto Sales Inc. (See Complainants' Notice of Filing of

May 4, 2016, Appendix "3" which contains "Statement #439" and accompanying

wire transfer notice indicating \$2250.00 was paid by Effect Auto Sales Inc.); and

2009 Toyota Camry (VIN# ending in 6703, Complainant Nurgazinov) - Payment

made by G Auto Sales Inc. (See Complainants' Notice of Filing of May 2, 2016,

Appendix "1" which contains "Statement #449" and accompanying wire transfer

notice indicating \$1500.00 was paid by G Auto Sales Inc.).

In support of this response, Complainants additionally rely upon the Hitrinov

Declaration referenced above which explains that: "...EUL agreed to charge a

flat rate of \$750 for all vehicles, including the Investment Vehicles, whenever

transportation was arranged by EUL..." (Declaration of Michael Hitrinov (p. 3,

¶ "8").

Question 9: Did the vessel-operating common carrier transport the cargo pursuant to a service

contract with respondent Empire United Lines Co., Inc.?

Answer: Yes. In support of this response, the Complainants rely upon the MSC Service

Contract referenced above. Agreed, except that it was containers that were moved

under the contract.

Respectfully submitted,

Dated: July 26, 2016

Cliffside Park, New Jersey

Marcus A. Nussbaum (MN9581)

P.O. Box 245599

Brooklyn, NY 11224

marcus.nussbaum@gmail.com

(888)-426-4370

Attorney for Complainants

4813-1161-4262.1

- 16 -

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the attached COMPLAINANTS' RESPONSE TO ORDER FOR PARTIES TO SUPPLEMENT THE RECORD upon Respondents' Counsel at the following address:

Nixon Peabody LLP Attn: Eric C. Jeffrey, Esq. 799 9th Street NW, Suite 500 Washington, DC 20001-4501

by first class mail, postage prepaid, and by email (ejeffrey@nixonpeabody.com).

Marcus A. Nussbaum, Esq. P.O. Box 245599 Brooklyn, NY 11224 Tel: 888-426-4370

Fax: 347-572-0439

Attorney for Complainant Marcus.nussbaum@gmail.com

Dated: July 26, 2016 in Cliffside Park, New Jersey.

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NEW YORK -	13-JANUARY-2013	MSC Mediterranean Shipping Company SA		

MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland Service Contract No.12-535WW

1. ORIGIN(S):

TICA

2. DESTINATION(S):

EUUS: Estonia, Leetonia, Lithuania, Germany, Belgium, Poland, Finland, Netherlands, France GTBEA: Russia, Ukraine, Georgia, Romania, Bulgaria, Israel, Egypt, Lebanon, Turkey, Greece, Benin, Togo, Angola, Guinea, Ghana, Nigeria, Ivory Coast, Gambia, Senegal, Cameroun, Libya,

Morocco

IPMR: Saudi Arabia, Oman, Bahrain, Kuwait, United Arab Emirates, Iraq, Qatar, Yemen Republic,

Pakistan

WCSA: Chile, Colombia, Peru, Ecuador

3. COMMODITY (IES): Motor Vehicles, NOS, Motor Vehicle Parts, NOS, Machinery, NOS

MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

EUUS: 10000 GTBEA: 100 TEUS IPMR: 500 TEUS WCSA: 100 TEUS

TOTAL MVC: 10700 TEUS

5. RATES AND CHARGES:

See Appendix A

- (a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.
- (b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.
- (c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

- (d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.
- (e) Third Party Costs Clause Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:
 - 1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
 - 2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

The Carrier shall be entitled to add the extra or additional costs to the total costs invoiced to the Customer and they shall apply as if the said extra or additional costs had always formed part of this Contract. The Carrier shall, if requested, provide documents in support of the extra or additional costs.

- (f) Shipments hereunder moving to and/or from an inland destination and/or origin shall be subject to the applicable inland portion published in the relevant Carrier tariff at the time of shipment, except as otherwise expressly provided herein.
- Carrier shall provide regularly scheduled sailings and space aboard its vessels for TEUs per sailing, sufficient to accommodate Shipper's volume commitment reasonably spread over the Contract period.
- (h) For purposes of this Contract, a container of 20' external length shall constitute one TEU, a container of 40' external length (including a 40' high-cube container) shall constitute one FEU or two TEUs.

6. CERTIFICATION OF SHIPPER STATUS:

Shipper hereby certifies its status as (check only one of the following):

- A. Owner of the cargo
- B. A shippers' association ; or
 C. A non-vessel operating common carrier ("NVOCC") _X .

If status is C above, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is B above, Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCCs or, if any of the members participating in this Contract are NVOCCs, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made | available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing.

Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

7. CONTRACT RECORDS:

FMC requests for service contract records should be addressed to Miss Lily Hennemann, c/o MSC, 12-14 Chemin Rieu, 1208 Geneva, Switzerland, telephone number 41-22-703-8888

: 18th December 2012 Effective Effective Through: 17th December 2013

9. PROVISIONS/NOTES/EXCEPTIONS:

9 (a) Use of Sea Waybills instead of Bills of Lading (When Applicable)

In consideration of Carrier issuing, at the Shipper's request, sea waybill(s) instead of bill(s) of lading for the contract of carriage of the cargo, the Shipper hereby indemnifies Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a sea waybill instead of a bill of lading. The Shipper further undertakes to ensure that the ultimate consignee of the cargo receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier sea waybill.

Without limitation the indemnity shall include where:

- The consignee refuses to abide by the terms and conditions contained in the sea waybill:
- There is a claim for wrongful delivery against Carrier even though delivered the cargo to the consignee named in the sea waybill or to the consignee to whom the Shipper, directly or by its agents or subcontractors, has directed the cargo should be delivered; and
- The consignee refuses to pay any additional charges that the Shipper has agreed will apply to the carriage.

Shipment records maintained to support the performance of this Contract will be copies of bills of lading.

9 (c) Confidentiality

This Contract is to be kept CONFIDENTIAL and is not to be reported by Carrier /Shipper or any of their members/affiliates.

9 (d) Arbitration and Applicable Law

Should any dispute arise out of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final.

This Contract shall be subject to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the laws of the State of New York.

9 (e) Non-Performance

- (1) In the event that Carrier fails to provide the minimum amount of space set forth in Article 5(g) above on any sailing for reasons other than those set forth in Article 9(e)(3) hereof, then Shipper shall be entitled to additional space on one or more subsequent sailings during the term of this Contract equal to the amount of space Carrier was unable to provide. In the event Carrier fails to provide all or part of such additional space prior to the expiration of this Contract, then Shipper shall be entitled to a reduction in its minimum cargo commitment equal to the amount of such additional space that Carrier was unable to provide. The provision of additional space and the reduction of the minimum cargo commitment shall constitute Shipper's sole remedies for breach of this Contract by Carrier. Under no circumstances shall Carrier be liable for any indirect, consequential, punitive or other damages in connection with this Contract.
- (2) In the event Shipper, for reasons other than those set forth in Article 9(e)(3) hereof, fails to meet the minimum cargo commitment set forth in Article 4 hereof or any portion thereof (or such cargo commitment as it may have been adjusted pursuant to this Article 9(e), whichever is less), then Shipper shall be liable for and agrees to pay to Carrier liquidated damages of \$250 per TEU for each TEU by which the amount of cargo is less than the minimum cargo commitment. Such liquidated damages shall be the sole remedy of Carrier for Shipper's failure to fulfill the minimum cargo commitment and no further liability shall be incurred by Shipper as a result of such failure.
- (3) Notwithstanding any other provisions of this Contract, and to the extent Carrier or Shipper fails to meet any obligations imposed hereunder due to force majeure, the performance of this Contract shall be deemed to have been frustrated and no cause of action for breach or liability hereunder shall arise as a consequence thereof. For purposes hereof, the term "force majeure" shall mean and include, without reservation or limitation, strikes, lockouts or exceptional circumstances arising from the threat thereof; Act of God, acts of terrorism or threatened acts of terrorism, acts of State or Public Enemy, including but not limited to war, restraints of princes, riots, civil disorder and insurrection, embargo or other disruption or interference with trade; marine disaster, fire or other casualty.

9 (f) Definition of Charges (Demurrage, Storage, Detention, Per Diem) in the USA

DEMURRAGE

A charge assessed against the cargo remaining **inside** the USA Terminal facilities after the expiration of free time, for the usage of its land.

Free Time & Charges

As per applicable Tariff.

STORAGE

A charge assessed against the cargo remaining <u>inside</u> the USA Rail Road facilities and / or Container Yards after the expiration of free time, for the usage of its land. \downarrow

Free Time & Charges:

As per applicable Tariff.

DETENTION

A charge assessed against the cargo remaining <u>inside</u> the USA Terminal or kail Road facilities or Container Yard after the expiration of free time, for the usage of Carrier's (full) equipment.

Free Time & Charges:

As per Steamship line's Tariff

PER DIEM

A charge assessed, after the expiration of free time outside of the USA Terminal or Rail Road or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

Free Time & Charges:

As per Steamship Line's Tariff & Interchange Agreement

10. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Co., S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: -By: Pasquale Formisano Title: Director

Shipper:

Empire United Lines 2303 Coney Isl Ave. Brooklyn, New York 11223, USA

Signature: ----By: Michael Hitrinov Title: President

Affiliates: (if any)

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SVC No.: 12-535WW Code: US008222
Effective from: 18th December 2012 Address: 2303 Coney 18 Aws
Effective from: 17th December 2013 Address: 2303 Coney 18 Aws
Effective from: 17th December 2013 Agrees: 2305 Coney 18 Aws
Effective from: 17th December 2013 Agrees
Scope MYC/TEUS: 500 TEUS
ZIPPONIAI COOK

Scope: USA TO IPMR

1.Freight charges USA TO MIDDLE EAST & QULF

Remarks Subject to ISPS at Organ VATOS always applicable Budged to Export Chassis Usage (ECLI) at Organ VATOS

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 Rate Agreement No
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 Contract Reference Nr 12-535WW
 Code
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 Effective from
 13h December 2012
 Address
 2303 Coney 18 Ave

 Effective to
 17h December 2013
 Address
 ADOCKLY NNEW YORK, UNITED STATES

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USA TO WCSA

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CARS FC. PIP	PORT EVERGLADES PH LADELPHIA	ARCA	400V 2476 40HC	76 1676 USD	BUC as Froight - VATOS PCS as Freight - VATOS	THC at Destination - VATOS CSF at Organ - VATOS

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ARS	FCL PIP	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	IQUIQUE SAN ANTONIO BUENAVENTURA	, 000Z	923 †	1 276 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
ARS	FCL PYP		KQUIQUE SAN ANTONIO BUENAVENTURA	40HC 40HC	\$ 28 1	1678 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Ontoin - VATOS LSC as Frongth: - VATOS THC at Destination - VATOS
ARS	FCL P/P		IQUIQUE SAN ANTONIO BUENAVENTURA	>00x	## .	4276 USD	BUC as Freignt - VATOS PCS as Freight - VATOS	CSF at Orden - vATOS VANA at Orden - vATOS LSC as Freight - VATOS THC at Ossessation - VATOS
ARS	FCL P/P		IQUIQUE SAN ANTONIO BUENAVENTURA:	400V 40HC	1 67 8	1676 USD	BUC as Freight · VATOS PCS as Freight · VATOS	CSF at Origin - VATOS VM-A at Origin - VATOS VM-A at Origin - VATOS THC at Prespirat - VATOS THC at Destination - VATOS
ARS	FCL P/P		IQUIQUE SAN ANTONIO BUENAVENTURA	200A	9/29†	0SO 9221	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Oriein - VATOS	CSF at Ongon - VATOS THC at Prepar - VATOS THC at Destroite - VATOS
ARS	FCL PIP	PORT EVERGLADES PHILADELPHIA	IQUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	928 1	1678 USD	BUC as Freight - VATOS PCS as Freight - VATOS With at Origin - VATOS	CSF at Organ - VATOS LSC as Freight - VATOS THO an Destruction - VATOS
ARS	FCL PIP		IQUIQUE SAN ANTONIO BUENAVENTURA	200V	9/91	1276 USD	BUC as Fraight - VATOS	CSF at Ongo - VATOS LC as Pregin - VATOS THC at Designation - VATOS
ARS	FCL P/P	LOS ANGELES LONG BEACH OAFLAND	IQUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	\$20\$	1676 USD	BUC as Fraight - VATOS	CSF at Orden - VATOS LSC as Fregint - VATOS THC at Destination - VATOS
ARS	FCL P/P		GUAYAQUIL	400V 40HC	928	1878 USD	BUC as Fraight - VATOS PCS as Fraight - VATOS WHA at Origin - VATOS	THC at Destination - VATOS CSF at Origin - VATOS LSC as Froight - VATOS

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BUNKER CONTRIBUTION	CARRIER SECURITY FEE	FUEL ESCALATION SURCHARGE	LOW SULPHUR FUEL CONTRIBI	PANAMA CANAL SURCHARGE	PICK UP CHARGE	TERMINAL HANDLING CHARGE	
BUC	CSF	FBS	LSC LSC	PCS	5	JHC	*****

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

GLOBAL AUTO INC., G AUTO SALES, INC., and EFFECT AUTO SALES, INC., Case No. 13 Civ. 2479 (SLT)

Plaintiffs,

-against-

DECLARATION

MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES, CO., INC., MEDITERRANEAN SHIPPING COMPANY (USA), INC., and JOHN DOES 1 THROUGH 5,

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- I, Nanik Kirpalani, hereby declare as follows:
- Manager for defendant Ι the Cargo Claims 1. am MEDITERRANEAN SHIPPING COMPANY (USA), INC, ("MSC USA"), the United States agent for Mediterranean Shipping Company S.A. ("MSC"). Based upon my personal knowledge and my review of the records maintained by my office, I am thus familiar with the facts and circumstances of this action.
 - Herewith attached are true copies of the following:
 - Service Contract No. 12-535WW between MSC, Exhibit A: as Carrier, and defendant EMPIRE UNITED LINES CO., INC. ("EMPIRE"), as Shipper, referenced in plaintiffs' complaint;
 - Face Pages of the MSC Bills Lading for the Exhibit B: cargo referenced in plaintiff's complaint, each with its corresponding "Container Tracker," showing that the vehicles have been "Gated Out Full," i.e. delivered and no longer in MSC's custody or control; and

Exhibit C: The Terms and Conditions of the MSC Bills of Lading.

- 3. MSC's only involvement in this matter was with respect to performing the ocean carriage of cargo shipped by EMPIRE in full accordance with the attached contracts of carriage. Indeed, to the best of Your Declarant's information and belief, neither MSC nor MSC USA ever had any direct dealings at all with the plaintiffs and have no knowledge concerning whatever commercial relationship may have existed as between plaintiffs and EMPIRE and/or EMPIRE's principals, let alone any purported "schemes to defraud" plaintiffs or other unseemly conduct, as alleged in the complaint.
- 4. In any event, MSC is not in possession of any of the subject goods or "title documents" to them. Nor is it within MSC's power or authority to direct any third-parties who may now be in possession of the vehicles to release them.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 14 2013 at New York, New York

By:

Nanik Kirpalani

CONCETINA SCAGLIONE
Notary Public - State of New York
NO. 01SC5039413
Qualified in New York County
My Commission Expires 2 / 1/ 10 C/5

Concettino de plione

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	v
GLOBAL AUTO, INC., G AUTO SALES, INC., and EFFECT AUTO SALES, INC.,	·-A

Plaintiffs,

No. 13-CV-2479 (SLT)(RER)

-agains

MICHAEL HITRINOV, a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES, CO. INC., MEDITTERANEAN SHIPPING COMPANY (USA), INC., and JOHN DOES 1 THROUGH 5,

Defendants.	
	-X

DECLARATION OF MICHAEL HITRINOV IN RESPONSE TO ORDER TO SHOW CAUSE AND IN OPPOSITION TO REQUEST FOR PRELIMINARY INJUNCTION

- I, Michael Hitrinov, submit this Declaration and the accompanying exhibits in response to the Order to Show Cause signed by this Court on May 8, 2013 and in opposition to the plaintiffs' request for a preliminary injunction concerning certain used vehicles that are the subject of this dispute.
- 1. I am President of Empire United Lines Co., Inc. ("EUL"), principally a transportation services company that is involved in freight forwarding, warehousing and the shipping of containers and other cargoes on non-owned vessels to various destinations around the world.
- 2. EUL, a New York corporation formed in 1993, has a principal place of business in Brooklyn, New York. Since 1999, EUL has met all requirements to be licensed as a non-vessel-operating common carrier by the Federal Maritime Commission.

I. Background and Parties' Agreement

3. In early September 2010, I was contacted by Sergey Kapustin whom I had known from

previous business dealings as the owner and individual in control, together with his wife Irina Kapustina, of Global Auto Sales, Effect Auto Sales and G Auto Sales, the plaintiffs in this action. The purpose of Mr. Kapustin's call was to inquire whether EUL wanted to invest in the ownership of some cars that Mr. Kapustin wanted to acquire in the U.S. for re-sale overseas. Mr. Kapustin explained that he needed investors so he could finance the acquisition of a car inventory to offer for sale to customers in Russia and other CIS countries. In short, EUL would put up investment capital which Mr. Kapustin would then use to buy vehicles in the U.S. for resale to overseas customers. In return, Mr. Kapustin proposed that EUL share in profits on the resales of these vehicles.

- 4. In 2010, Kapustin and I initially discussed a profit-sharing arrangement in which EUL would share in profits from the overseas sale of the vehicles acquired by Global with EUL's funds. However, Mr. Kapustin himself proposed as an alternative that EUL instead be paid a fixed return on its investment of 1.5% per month as its share of the anticipated profits from the re-sale of the vehicles acquired through EUL's investment ("the Investment Vehicles").
- I was still concerned, however, that EUL needed a way to secure its investment in the Investment Vehicles in the event Kapustin/plaintiffs failed or refused to repay EUL. To address these concerns, Mr. Kapustin and I agreed that EULwould be entitled to a right of possession in any Investment Vehicle (i.e. any vehicle acquired by Kapustin/plaintiffs through the EUL investment) until such time as it was released to a third-party buyer with the consent of EUL. In theory, Kapustin/plaintiffs would sell a vehicle, repay EUL its equity interest in the vehicle and then direct EUL to release the vehicle to final buyer. Since the Investment Vehicles were shipped out of EUL's designated facility in Elizabeth, NJ and into the Carcont OY storage facility in Kotka, Finland, I felt reasonably comfortable that EUL could retain possession and

control of the Investment Vehicles in the event Kapustin/plaintiffs breached the agreement or failed or refused to repay EUL.

6. It was further agreed that EUL would be given the documents of title for each vehicle. This assured that no Investment Vehicle could be released without EUL's consent (which would have entailed repayment of EUL's 60% equity stake in the particular vehicle or replenishment, with EUL's consent of the total inventory value). I note that Mr. Kapustin's declaration at paragraph 5 confirms that the title documents for the Investment Vehicles were delivered by plaintiffs to EUL with each vehicle.

II. Transportation and Storage

- 7. In addition to the financing agreement with EUL, Mr. Kapustin and plaintiffs requested that EUL arrange for the ocean transport to Finland of the Investment Vehicles, and other vehicles not covered by the parties' agreement.
- 8. Although EUL is a licensed transportation intermediary, it did not issue separate shipping documents (e.g. bills of lading) for shipment of the Investment Vehicles covered by the parties' agreement. Instead, EUL agreed to charge a flat rate of \$750 for all vehicles, including the Investment Vehicles, whenever transportation was arranged by EUL. There is no dispute that this is in fact how the parties operated going forward and performed under their agreement.
- 9. To my knowledge, Mr. Kapustin has never objected or protested this arrangement and, in fact, I believe he viewed it as advantageous to his companies. Overall, between 2010 and 2012, EUL shipped over 680 vehicles on behalf of Kapustin/plaintiffs without any complaint.
- 10. In regard to freight, I would like to point out that the documents produced by the plaintiffs in their complaint as "tariffs" are not EUL documents even though they purport to be on EUL letterhead. Please see paragraph 36 of the complaint. It is not clear who created these

"tariffs," for what purpose they were created or why plaintiffs have suggested to this Court that these "tariffs" are EUL's documents. I can confirm without any hesitation that they are not EUL documents. Attached to this declaration as Exhibit "1" are EUL's actual freight invoices to the plaintiffs which at Kapustin's/plaintiffs' request, were sent to only one email address: account@globalautousa.com. It is my understanding that this email address is used by Kapustin and all the plaintiffs for accounting and operational purposes.

- 11. It was also contemplated by the parties that, from time-to-time, the Investment Vehicles released for shipment would have to be stored in an EUL-designated warehouse in Elizabeth, NJ prior to shipping. For Investment Vehicles cleared for transport to Finland, EUL generally did not impose a storage charge. However, where Kapustin/plaintiffs had delivered a car to the warehouse and stored it there without ultimately shipping it, EUL did occasionally impose a nominal charge although the actual amount was largely in EUL's discretion.
- 12. This arrangement was less than ideal for EUL, because Kapustin/plaintiffs began to abuse the goodwill that EUL was extending in waiving a storage fee for Investment Vehicles ultimately shipped overseas. For example, the plaintiffs used the Elizabeth, NJ warehouse like a retail showroom in which potential buyers could view/inspect the vehicles stored there. Further, Kapustin appeared to be using the warehouse for long-term storage of vehicles rather than a temporary stopover before the vehicles were shipped overseas. In addition, Kapustin/plaintiffs issued multiple and often burdensome instructions for the handling and release of vehicles stored in the Elizabeth, NJ warehouse, forcing EUL to incur administrative and handling expenses for which it was not being compensated.
- 13. Therefore, on December 18, 2012, I notified Kapustin/plaintiffs by an email to Svetlana (account@globalautousa.com) that "effectively immediately all the release for cars in a NJ

warehouse is subject to \$300 handling fees and \$10/day storage." These storage charges make up a portion of EUL's counterclaim against the plaintiffs, as discussed below. Attached to this declaration as Exhibit "2" is my email to plaintiffs dated December 18, 2012.

III. Initial Transaction Between the Parties

- 14. Our first transaction under this investment arrangement occurred in mid-September 2010 concerning two cars identified by Mr. Kapustin as: (i) a 2008 Lexus LX 570 and (ii) a black 2005 Hummer H-2 Limo. See the correspondence sent to EUL by Svetlana on behalf of Mr. Kapustin dated September 14, 20 and 28, 2010 attached to this declaration as Exhibit "3". It is my understanding that Svetlana handled accounting and operational issues for Mr. Kapustin's various companies, including all the plaintiffs. As can be seen, Svetlana offers the vehicles to EUL for investment and later confirms that EUL may hold certain containers as security pending EUL's receipt of original certificates of title.
- 15. EUL did agree to buy 60 % of the ownership in those two vehicles for \$45,000. This was confirmed in my email to Svetlana on September 20, 2010, to which she responds in the previous exhibit. As can be seen, my email confirms in this first transaction that the vehicles acquired with this investment "MUST be currently NOT sold to any customers" and that EUL would "hold the Titles." Svetlana consented to these terms and agreed that, pending transfer of the funds and EUL's receipt of the titles, EUL could hold previously shipped containers as a security for the \$45,000 payment by EUL for 60% ownership of the two vehicles. See my correspondence dated September 20, 2010, attached to this declaration as Exhibit "4" and the preceding exhibit.
- 16. Mr. Kapustin and I also agreed that if and when these two vehicles were sold, EUL would have the option to invest in additional vehicles on the same terms; i.e. that EUL would advance

additional sums to Kapustin/plaintiffs to acquire a 60% interest in the Investment Vehicles and that EUL would receive a fixed return of 1.5% per month, and would retain possession and control of the vehicles and the underlying title documents as security for the funds advanced to Kapustin/plaintiffs.

IV. Additional Investments in Vehicles by EUL

- 17. Because our initial transaction went well, on fairly short order Mr. Kapustin offered EUL additional Investment Vehicles. For example, in October 2010, Kapustin/plaintiffs had a vehicle inventory valued at approximately \$214,000. Mr. Kapustin proposed selling to EUL 60% ownership. EUL agreed and remitted a total of \$125,000 to an account designated by Mr. Kapustin between October 5 and October 13, 2010.
- 18. As was the case with the first, two-vehicle transaction, EUL's investment was to be secured by a 60% interest in the Investment Vehicles; i.e. those vehicles in Kapustin's/plaintiffs' vehicle inventory financed by EUL's investment.
- 19. From the beginning, EUL insisted that at any given time, 60% of the total value of the Investment Vehicles be sufficient to secure the amount of the outstanding principal due EUL. Therefore, if Kapustin/plaintiffs wanted to release a vehicle to a third-party buyer, EUL could refuse to release these vehicles if Kapustin/plaintiffs did not repay to EUL the proportionate amount of principal or if the remaining value of the vehicle inventory fell below the 60% parameter. In lieu of making a principal payment, Kapustin/plaintiffs could add additional vehicles to their overall inventory with EUL's consent to achieve the 60% parameter, and in fact often did so.
- 20. By December 2011, EUL had wired a total of \$450,120 to accounts designated by Kapustin in the name of Global Auto Inc. as follows:

9/20/10	\$45,000
10/5/10	\$25,000
10/13/10	\$100,000
5/12/11	\$160,000
12/13/11	\$120,000
12/13/11	\$120

Attached to this declaration as Exhibit "5" is documentation of the six payments made to Kapustin/plaintiffs. The first three payments were made by direct deposit and the last three payments were made by wire transfer to Global Auto, Inc., Kapustin's designated account. As can be seen, my understanding of the purpose of these payments is contained in the transaction descriptions; e.g. "Car Joint Investment With Fixed P" by which I meant my 60% investment in the vehicles and the fixed profit of 1.5% agreed to by the parties.

V. Balance Spreadsheets and Release of Vehicles

- 21. In practice, the parties' arrangement operated in the following way. The total value of the Investment Vehicles was estimated and details were maintained in a spreadsheet format by EUL and provided to Kapustin/plaintiffs on a regular basis. The purpose of the spreadsheets was to schedule all the Investment Vehicles with their values so as to assure that 60% of the total value was sufficient to secure the amount of the outstanding principal due EUL.
- 22. I attach to my declaration as Exhibit "6" a series of emails ranging from January 2011 through October 2012, many with spreadsheet attachments, relating to the Balance Spreadsheets exchanged between the parties. Although the attached emails are not the totality of the correspondence and Balance Spreadsheets exchanged between the parties, Exhibit"6" provides a good overview of these exchanges and the manner in which they operated over the course of several years. Balance Spreadsheets were usually sent to the plaintiffs through Svetlana at account@globalautousa.com.
- 23. As can be seen from Exhibit "6", a typical balance spreadsheet lists the estimated total

value of the Investment Vehicles, calculates the 60% parameter and compares that result to the amount of the outstanding principal due EUL. If 60% of the total inventory value exceeded the amount of the outstanding principal, then Kapustin/plaintiffs had a credit in their favor and would be entitled to release vehicles up to the amount of that credit.

- 24. If, on the other hand, 60% of the value of the total inventory was not sufficient to cover the outstanding principal due EUL, then Kapustin/plaintiffs could not release particular vehicles unless (i) they repaid a proportionate amount of the outstanding principal to EUL with EUL's consent, or (ii) they added additional Investment Vehicles to the total inventory (and thus increased the total inventory value). Details relating to inventory valuation, the 60% parameter and the "balance" available for release are clearly set out in the dozens of Balance Spreadsheets that were exchanged between the parties.
- 25. I attach to my declaration as Exhibit "7" a series of emails which demonstrate how, in practice, the release of vehicles was arranged between the parties based on the value of the Investment Vehicles and the details set out in the Balance Spreadsheets. As can be seen, Svetlana, on behalf of Kapustin's/plaintiffs makes repeated references to what is "available" for release based on any "balance" in plaintiffs' favor.
- 26. The sole purpose of this arrangement was to assure that plaintiffs' total vehicle inventory had sufficient value to cover the outstanding principal due EUL. There is no other reason that Kapustin/plaintiffs would have agreed to allow EUL to control the release of Investment Vehicles.
- 27. Respectfully, I find it very surprising that the plaintiffs have concealed this arrangement from the Court in their application and have failed to mention in any way the parties' reliance on the Balance Spreadsheets and Kapustin/plaintiffs' full acceptance of this arrangement.

- 28. I am also extremely surprised to see Kapustin/plaintiffs now seeking to hide behind different corporations in order to avoid plaintiffs' own liability for the outstanding principal amount due EUL and for other charges. However, as can be seen from Exhibits "6" and "7", at no time did Svetlana make any distinction between the individual plaintiffs when asking for "our balance" information and releases of cars. All the Investment Vehicles were treated as being under the Kapustin umbrella. At no time has Mr. Kapustin or any of the plaintiffs requested that EUL provide separate Balance Spreadsheets to the individual plaintiffs.
- 29. I also note that the plaintiffs have not actually produced any documentation in this action or in support of their request for a preliminary injunction to demonstrate that they are the lawful owners of the Investment Vehicles in Finland or Elizabeth, NJ.
- 30. I wish to point out that not all vehicles in Kapustin's/plaintiffs' inventory were Investment Vehicles. In many instances, Kapustin/plaintiffs delivered vehicles to EUL for shipment which were "not subject to investment." This is a clear and unambiguous admission by Kapustin/plaintiffs of EUL's "investment" in particular vehicles. Incidentally, when vehicles "not subject to investment" were delivered to EUL for shipment, EUL acted only in arranging for ocean transportation and there was no issue of releasing these "non-investment vehicles." Attached to this declaration as Exhibit "8" are several emails from Kapustin/plaintiffs (Svetlana) designating "non-investment" vehicles.

VI. Termination of Agreement

31. By late 2012 (November – December), I became increasingly concerned about Kapustin's/plaintiffs' ability and even willingness to abide by our agreement. There were a number of reasons for my concerns. First, I began receiving inquiries from Kapustin/plaintiffs about adding Investment Vehicles to the balance spreadsheets even though it was unclear

whether Kapustin/plaintiffs actually owned these vehicles. Second, the parties were increasingly disagreeing on vehicle valuations, with Kapustin/plaintiffs arguing for higher valuations to increase the "balance" available for release of cars. Third, Kapustin/plaintiffs were increasingly in arrears on payment of the \$750/vehicle shipping charges. However, my main concern was that Kapustin was trying to sell the Investment Vehicles behind EUL's back; i.e. without repaying any portion of the principal due EUL and without notice to the buyers of EUL's equity interest in those vehicles.

- 32. On December 27, 2012, I notified Kapustin (at the account@globalautousa.com address) that the relationship was becoming untenable because of Kapustin's/plaintiffs' actions and demanded that Kapustin/plaintiffs repay all amounts due EUL, including unpaid principal, "in 30 da[y]s from today. We will not extend that date." I repeated that 30-day demand later that day. Attached to this declaration as Exhibit "9" are my December 27, 2012 notices to Kapustin/plaintiffs.
- 33. On January 16, 2013, I was informed by the warehouse facility in Kotka, Finland (Carcont OY) that Kapustin was encouraging third parties in Finland to claim the Investment Vehicles without regard to EUL's remaining security interest in those same vehicles. I also obtained a copy of an email that Kapustin/plaintiffs had distributed to third parties in Finland and elsewhere, directing them to contact Carcont and suggesting that they take legal action to recover their vehicle from the facility. I became extremely concerned over these actions because they were in complete disregard of our agreement (i.e. no releases without payment of proportionate principal or replenishment of inventory value) and appeared to be an effort to coerce EUL to release vehicles under color of local Finnish law. Attached to this declaration as Exhibit "10" is a translation of the email sent out by Kapustin/plaintiffs directing buyers to contact Carcont to

collect their vehicles.

- 34. I then confronted Kapustin by telephone on or about January 20, 2013. During that telephone conversation, Kapustin confirmed that he no longer intended to abide by the parties existing agreement concerning the Investment Vehicles. He also disavowed any further obligation to repay the outstanding principal due EUL or to make any further profit-sharing payments to EUL. Mr. Kapustin made no attempt during this conversation to make a distinction between the individual plaintiffs and it was clear to me that he himself made no distinction between the companies and that he spoke on behalf of all three of them.
- 35. Of equal concern to me was Mr. Kapustin's claim during this telephone call that "he" had actually sold all the Investment Vehicles (again, he did not make any distinction among the individual plaintiffs). If this was true, Kapustin/plaintiffs had presumably been paid in full by buyers of the vehicles and now were seeking to wrest these vehicles from EUL's possession and control without repaying any principal to EUL from the proceeds of sale. In other words, Kapustin/plaintiffs had collected EUL's 60% interest in those vehicles but had no intention of paying that over to EUL as the parties' agreement required.
- 36. Consequently, on January 28, 2013, I sent an email to Kapustin/plaintiffs (at account@globalautousa.com) and to Kapustin's wife and business partner, Irina Kapustina, expressing my concern that Kapustin/plaintiffs were taking actions "detrimental to our jointly owned assets without my knowledge and consent." I also requested that Kapustin/plaintiffs cease any further actions "which may cause irreparable damages" to the parties and proposed an amicable resolution. Attached to this declaration as Exhibit "11" is a copy of my January 28, 2013 email to Kapustin/plaintiffs.
- 37. EUL did not receive any payment of principal from Kapustin/plaintiffs after my

December 27th demand for payment in full within 30 days.

interest ("you have at your disposal") in the vehicle inventory.

- VII. <u>Plaintiffs' Admission of EUL's Ownership Interest in the Investment Vehicles</u>

 38. On February 6, 2013, Irina Kapustina wrote to me in connection with our dispute and my demand for payment in full of all outstanding principal due EUL. In that correspondence, Ms. Kapustina makes several admissions that appear to directly contradict the declaration she has submitted to the Court in support of plaintiffs' application. In her February 6th email, Ms. Kapustina acknowledges EUL's demand for payment in full. She also acknowledges that EUL "no longer wants to have an ownership in the cars inventory." Finally, she acknowledges EUL's
- 39. However, in her declaration Ms. Kapustina makes no reference to EUL's "ownership" or the fact that the vehicle inventory was at EUL's "disposal". She also continues to repeat the fiction that the plaintiffs were separate and distinct corporations when in fact she spoke for all the plaintiffs and did not make any distinction between the plaintiffs in her February 6th correspondence. Attached to this declaration as Exhibit "12" is Ms. Kapustina's email of February 6th with the English translation.

VIII. Foreclosure on Kotka Investment Vehicles

40. Given Kapustin's repudiation of any further performance of our agreement, and fearing that Kapustin/plaintiffs were taking affirmative steps to deprive EUL of its security interest in the Investment Vehicles located in Kotka, I directed that they be removed from that location and ultimately sold to third party buyers to satisfy plaintiffs' indebtedness to EUL. In fact, the sale of all but four units (2 vehicles, a boat, and a boat trailer) has now taken place to buyers in CIS countries, with the proceeds to be applied to the outstanding principal due EUL and any additional amounts due EUL for storage. Contrary to the allegations in paragraph 63 of the

complaint, EUL has not contacted plaintiff's "customers" concerning the purchase of foreclosed cars.

41. The net proceeds that EUL may realize from the sale is unclear at this time. Many of the Kotka Investment Vehicles required extensive repairs, the cost of which the buyers would like EUL to absorb. In addition, EUL ultimately had to pay customs duties associated with the import of vehicles into the destination countries. Therefore, until all the sale-related expenses incurred by EUL can be determined, it will be very difficult to determine what net proceeds EUL will realize. However, in my opinion, the net proceeds will fall far short of the outstanding principal due EUL of \$422,018.00, plus other amounts due and payable to EUL from Kapustin/plaintiffs.

IX. Elizabeth, NJ Investment Vehicles

- 42. To the best of my knowledge, there are currently 16 vehicles located at the warehouse facility in Elizabeth, NJ. EUL is not in possession of any title documents for these vehicles and has not been paid for the transportation of these vehicles. However, EUL does claim a possessory interest in these vehicles in the event the net proceeds of the vehicles previously located in Kotka are not sufficient to pay the amounts due EUL (more fully detailed in the discussion on EUL's counterclaim below).
- 43. Although plaintiffs are seeking this Court's intervention concerning the Elizabeth, NJ vehicles, plaintiffs have not produced any evidence that they are the rightful owners of these vehicles and they have certainly not produced any documents of title for these vehicles. It would be highly inequitable to compel EUL to release the Elizabeth vehicles, in disregard of EUL's possessory and equity interest in those vehicles, based only on plaintiffs' unsupported allegations of ownership.

44. Plaintiffs and the Kapustins have had other legal problems concerning the vehicles in Elizabeth, NJ and their businesses. On or about February 21, 2013, the Elizabeth warehouse was served with a writ of execution to enforce a \$216,340.34 judgment against plaintiffs Global Auto and Effect Auto Sales. A copy of the Writ of Execution is attached to my declaration as Exhibit "13." In November 2010, plaintiff Global Auto, Inc. signed a Final Consent Judgment with the New Jersey Attorney General in which Global was required to refrain from "unfair or deceptive acts or practices in the conduct of its business" in New Jersey. The Consent Judgment identifies multiple deceptive business practices by Global, including creating "fictitious" co-signers. A copy of the Final Consent Judgment is attached to my declaration as Exhibit "14."

X. Plaintiffs are Closely Controlled by Mr. Kapustin

45. Plaintiffs have purposely tried to muddy the waters as to which of the three plaintiffs played what particular role in the underlying events, including which, if any, of the three plaintiffs had an interest in the Investment Vehicles. As I have already mentioned, at no time did either Svetlana or Mr. Kapustin or Irina Kapustina make any distinction among the individual plaintiffs in the dozens of emails and Balance Spreadsheets exchanged between the parties. I also received personal assurances from Mr. Kapustin, his wife Irina Kapustina and Svetlana that all involved companies were owned and controlled by Mr. Kapustin and his family and that the companies acted interchangeably.

XI. Plaintiffs' Allegations Concerning Unrelated Matters

46. Plaintiffs have made reference to a number of unrelated legal matters in which, plaintiffs allege, EUL "attempted to engage in a scheme to defraud." However, in all of these other matters there were only <u>allegations</u> of fraud none of which were ever proven or admitted by EUL. I have enough experience in the legal system to know that lawyers for plaintiffs are able to

make many different allegations—even of fraud—fairly liberally and that many of these allegations are never actually proven.

47. In any event, all of the actions mentioned in the complaint were either voluntarily dismissed or settled without a finding or admission of liability on the part of EUL or myself. I note that plaintiffs have not produced the underlying settlement documents or otherwise advised the court of the ultimate disposition of the matters mentioned in the complaint.

XII. EUL's Counterclaim

48. As discussed above, EUL's investment with Kapustin/plaintiffs totaled \$450,120. Of this amount, plaintiffs have only re-paid principal of \$28,202, as follows:

\$3,000.00	6/16/12
\$8,500.00	10/29/12
\$10,602.00	12/12/12
\$3500.00	12/13/12
\$1,500.00	10/04/12
\$1,000.00	10/24/12

I wish to point out in this regard that, with the exception of the first payment on June 6, 2012 (which was paid by plaintiff Global Auto, Inc.), all other payments were made by plaintiff G Auto Sales. This demonstrates again that plaintiffs dealt with EUL interchangeably and did not make a distinction among them when dealing with EUL's investment. Attached to my declaration as Exhibit "15" is EUL's bank's confirmation of the above payments. I wish to also note that, with one exception, all payments for transport of the Investment Vehicles were made by plaintiff G Auto Sales. This is also confirmed by Exhibit C-4 of plaintiffs' complaint.

- 49. Therefore, there is currently due and owing EUL the unpaid principal amount of \$422,018. Moreover, plaintiffs have failed to pay EUL's 1.5% return on investment for several months, which will be included in EUL's counterclaim.
- 50. In addition, plaintiffs are liable for storage and handling charges for all Investment

Vehicles after December 18, 2012 totaling \$31,360.00. (See peragraphs 11 - 13 above and Exh. "2"). Attached as Exhibit "16" to this declaration is a summary of the handling and storage charges due EUL from the plaintiffs.

FUL also claims damages from plaintiffs for storage charges in Kotka, Finland.

Normally, the final buyer of the vehicles is required to pay storage charges from the time the vehicles are delivered to Carcont OY until picked up by the final buyer. However, in light of Kapustin's/plaintiffs' repudiation and efforts to wrest control of the vehicles from EUL, EUL was required to be paid Carcont OY's storage fees before removing the vehicles from that facility for eventual sale. Attached to this declaration as Exhibit "17" are involves totaling £12,480 for storage charges paid by EUL to Carcont OY from the date of unloading the vehicles at that facility until January 31, 2013.

I declare under penalty of perjury that the foregoing is true and correct.

Executed:

May 23, 2013

EXHIBIT "17"

Oy CarCont Ltd

Company: Oy CarCord Ltd, Business ID: 7i 2005129-0 Address: Maritualentia 424 Ind fl, 48310 Kolka, Fhiand

E-mail: finland@evilnes.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 55

INVOICE A1301

Page 1/2

Payment terms

Payer information

Issue Date 1 Due Date 2

Overdue

18.02.2013 21.02.2013

16%

EMPIRE UNITED LINES INC. 2303 Coney Island Ave, NY 11223 Brooklyn, USA

NN	Text	Netto	Vat%	Vat. EUR
1	Car MERCEDES BENZ MEJ 20 VINSA I GEB 25E	09A497525 pickup 31.01.2013		
2	Unloading	1506	Vat 0% 71§	150,00€
Ì	Customs fées	itie	Val 0% 715	10,00€
.\$	Storage 16:10:2012 - 31:01:2013: 1088	76°0€ + 1010′2€	Val 0% 71§	202,00 €
5	Car MERCEDES BENZ ML320 VINH4/GBB25E	79Á519374 þickup 31.61.2013		COLOR STATE
6	Unitoading	150€	Vat 0% 71 §	150,00€
7	Customs fees	106	Vai 056 715	10,00 €
Įį.	Storage 01:10.2012 - 31.01.2013; 123s	70°06 + 1160°26	Val 0% 715	232,00 6
9	Cartoyota Campy Vineat 18646X1903087	03 piokup 31,01,2013	And the state of t	6) mende menghapanaga dendari hidi.
10	Unloading	1500	Valon 713	150,00 €
\$1	Customs legs	10E	Val.0% 718	10,00
ij	Storage 28.01.2013 - 31.01.2013: 3d	34.06 + 04.56	. Val 0% 718	0,000
13	Car SUBARU LEGACY VINHAS3BM/1895A3210	717 pickup 31.01.2013		norman and an analysis and and an analysis and and an analysis and an analysis and an analysis and an analysis
૧૬	Unloading	150 €	Val 0% 715	150,60 6
15	Costono tees	10€	Val 0% 71§	10,00 6
16	Storage 30.01.2013 - 31.01.2013: 2d	34.06 +04.5E	Vat 0% 71§	0.00 e
17	Car VOLKSWAGEN CC VIMWWWMILTANYAES	25508 pickup 31,01,2013		
18	Unloading	1506	Val 0% 715	150,00 (
13	Customs fees	106	Var0% 715	10,00 6
20	Storage 30.01.2013 - 31.01.2013: 2d	20°00 + 00°26	Val-0% 715	0,00
	•		Netto 4	7at 24% Total
ALV (In	t i	invoice continues to page	62	
Acco	runt Information	A COMPANY		. Bank Information
Comp s	any: Oy CarConFild	MED TO THE TEN		Bank: NORDEA
EUR A	count: 106930-226929	最後的 「最后是不是一个。 在	N . 7 2 Z Bank Ad	dress: HELSINKI, FINIAND
BAN:)	ri41 106930 00 226829	Fax	4 11 2	SWIFT: NDCAFINH

Oy CarCont Ltd

Company: Dy Carconellit, Business ID: Ft 2005139-0 Address: Merkunlentie 424 2nd ff, 48310 Kotke, Finland

E-reall: finland@eulines.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 55

INVOICE A1301

Page 2/2

Payment terms

Overdue

Payer information

issue Date 18.02.2013 Due Date 21.02.2013

21.02.2013 16% EMPIRE UNITED LINES INC. 2303 Coney Island Ave, NY 11223 Brooklyn, USA

NN	Text	Wetto	Vat %	Vat	EUR
25	Cat TOYOTA VENZA VINS4T3ZE11AX800017211	piskup 31.01.2013			
55	Untoading ·	15(E	Val 0% 715		150,00-€
23	Curiams less	*0 €	Val 0% 71§		10,00 €
24	Strage 27.12.2012 - 31.01.2013/ 36d	7d*0€ + 29d*2€	Val (FN 71§	4.4	58,00 6
25	Cai VOLKSWAGEN TIGUAN VINIAWGAV75N491	N502230 pickup 31.01.2013			
28	Unkarding	1906	Val 0% 71§		150,00 €
27	Constorns leas	10€	Yat 0% 71\$		10,00 €
28	Sprage 18:07,2012 - 31.01,2013: 1964	74'0€ 191d'2€	Var 0% 715		382.00
29	Car BMV/ X5 Vi)(45/JXFE43579L260951 pickiip 3	1.01.2013			
30	Unloading	150€	Val 0'3 719		150,00 6
31	Customs Iros	10€	Val 0% 71§		10,00
32	Storago 05:08:2012 - 31.01.2013:1764	7d'0€ + 169d'7€	Val0% 718	4464	338,00
33	CHI MERCURY HARINER VINWAMSQU\$7779KJS	2759 pickup 31.01.2013			
34	Unloading	1996	Vai10% 71§	•	150,031
35	Customs fees	100	Val 0% 716		10,000
36	Slorage 15.10,2012 - 31 01 2013: 1094	76 (XE + 1020 °24)	Val 0% 715		204,00 (
37	Car TOYOTA VENZA VINEATSZETTA79UCIS453	pickup 31.61 2013			
38	Unloading	1596	Vai 0% 716		150,00
39	Customs fees	10€	Vai 0% 716		10.00
40	Storage 72,10:2012 - 31,01,2013: 102d	7d*0X2 + 95d*2E	Valo% 715		190,00
			Netto	Vat 24%	Tota
rly da	, s		3 205,00 €	0,00€	3 206,00
Aċco	unt Information			Banking	omation
Compa	iny: Oy CarCost IId	ay cares	MI LIE.		m)c: NORDE/
	xeunt: 106030-226829	MERITURE	11.674.26	k Address: HELSIA	
Ban: 1	141 10093000226829		FIRLAND For the		i: NDEAFIH
,	·	Fax: - 11	1 47 25		

Oy CarCont Ltd

Company: Oy Carbont (Ld., Business ID; Fl 2005139-0 Address: Meriturientic 474 2nd II, 48310 Kotka, Finland

E-mail: finland@eulines.com, Tel: 4358 (5) 260 47 00, Fax: 4358 (5) 260 47 55

INVOICE A1302

Page 1/2

Payment terms

Payer information

Issue Date

Overdue

18.02.2013

Due Date

21.02.2013

16%

EMPIRE UNITED LINES INC. 2303 Coney Island Ave, NY 11223 Brookfyn, USA

IN	Text	Netto	Vat %	Vat EUR
t	Carmercury Mariner Vineam2Cn6674AKJ	17369-pickup 31.01.2013		
2	Unfooding	150€	Val 0% 71§	150,00 €
3	Customs kees	10€	Vatou 716	10,00 €
ŕ	Storage 14.01,2013 - 31.01,2013; 18d	70°0E +110°2E	Va10% 715	72,00 G
5	COLMERCURY MARINER VIOWAM2CLB7720KM	2092 pickup 31.01.2013	11 11 11 11 11 11 11 11 11 11 11 11 11	and the second s
15	Uidaading	15 IX	Ver0% 71\$	150,00 €
7	Customs fees	10€	Vet 0% 718	10,00 €
8	Storage 31,10,2012 - 31,01,2013: 93d	7d'0ë + 85d'2E	Vet0% 71§	172,00 €
9	CONTOTA PRIUS VINEJTOKB200693480362	plakep \$1.01.2013	and the second s	and the state of t
10	Univaring	1506	Var 0% 715	150,00 €
11	Customs loes	10€	Val 0% 71§	10,00 €
12	Storage 31.10.2012 - 31.01.2013 93d	70°0E + 860°2E	Val 0% 71§	172.00 €
13	Car ACURA ROX VINYSIBTB2H29AA000682 pisk	up 31.01.2013		A A A A A A A A A A A A A A A A A A A
14	Unial-diag	150%	Vel 0% 71§	150,00 €
13	Customs less	106	Val0% 715	10,00 €
16	Storage 14.01.2013 - 31.01.2013: 15d	76'0€ + 118'7€	Val0% 718	22,00 €
17	Car TOYOTA PRIUS VINEJTOKE20U897858466	pickup 31.01.2013		hangan dan da antarana
18	Linicating	150E	Vat0% 71§	150,00 €
19	Customs fees	106	Val.0% 71§	10,00 €
20	Storage 29.01.2013 - 31.01.2013: 3d	3x90E + 04°2F	Vel.0% 71§	0,00€
		•	Netto*	Vat 24% Total

ALV 0%

Invoice continues to page 2

Account Information

Company: By CarCont (10)

fair Account: 106930-226829

IBAN: FI41 10693000226829

WEST BUSINESS SEE AND AND THE RESIDENCE OF THE RESIDENCE

Bank Information

Bank: NORDEA

Bank Address: NELSINKI, FINLAND

SWIFT: NOEAFINH

Oy CarCont Ltd

Company: Dy CarCont Ltd, Business ID: Fr 2005139-0 Address: Mornuvientie 424 2nd II, 48310 Notka, Finland

E-mail: finland@eulines.com, Teli +358 (5) 260 47 00, Pax: +358 (5) 260 47 55

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Page 2 / 2

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Payer information

Issue Date 18.02.2013
Due Date 21.02.2013
Overdue 16%

EMPIRE UNITED LINES INC. 2303 Coney Island Ave, NY 11223 Brooklyn, USA

NN	Text	Netto	Vat %	Vat
21	Car LEXUS LXX70 VINIUT, HYDDW594027108 pic	көр 31.01.2013		
22	Unloading	1306	Vai 0% 71§	150,00 €
23	Customs feles	10€	Val.0% 715	10,00 E
24	Storage 1£.09.2012 - 3£.01.2013; 143d	71150€ + 136372€	Val 0% 715	272.00 E
25	Car TOYOTA CAMRY VINHAT 1BE46KB9UB12264	pickup 31.01.2013		and any and and the first suppressions
26	Unloading	160F	Val 0% 716	150,00 E
27	Custums fees	10€	Vat 0% 715	10,00 E
21	Storage 14.01.2013 - 31.01.2013; 18d	7d*0€ 411 d*2 €	Val-0% 715	22,00 6
29	Car SUBARU FORESTER VINEJE2SH61649H717	573 pickup 31,01,2013		
.30	Unloading	150€	Və10% 71§	150,00 €
34	Customs less	10€.	Val 0% 71§	HIJO C
32	Storage 03.01,2013 -31,01.2013; 29d	74'0€ + 220'2€	Val 0% 71§	44,00 €
33	Cei Volkswagen tiguan vinèwvgav7sn49i	v002956 pickon 31 01 2019		
34	Unleading	190€	Vet 0% 715	150,00€
36	Customs fees	100	Val 0% 716	10,000 E
30	Storege 17.12.2012 - 31.01.2013; 468	7d*0E + 39d*2E	Val 0% 715	78,00 €
37	Cartoyota Camry Venantibeack990/346317	plokup 31,01,2013		·
38	Unbading	150€	Val 0% 716	150,00 G
39	Customs lines	104	Val 0% 7 %	10,00 €
Æ	Storage 27,12,2012 - 31,01,2013; 36d	76*DE + 720*7Æ	Voto's 716	58,00 E
		*	Netto	Vat 24% Total
ALV O			2,452,00€	0,00€ 2,462,00€

Account Information

Company: Dy CarCont Etd EUR Account: 106930-276839 IBAN: FI41 10693000226839 dy Classell 1861. Meriteblinise 124. 251. 187. profise president 187. profise president 187. profise president

Bank Information

Bonk: Nordea Rank Address: Helsinki, Finland Swift: Ndeathh

spitement by warmy thickly i

Oy CarCont Ltd

Company: Oy CarCont Ltd, Business ID: FI 2005139-0
Address: Mentuulentie 424-2nd fi, 48310 Kotka, Finfand
E-mail: Inland@culines.com, Tol: +358 (5) 260 47 00, Fax: +358 (5) 260 4765

INVOICE A1303

Page 1/2

Payment te	rms
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Payer information

 Issue Date
 18.02.2013

 Due Date
 21.02.2013

 Overdue
 16%

EMPIRE UNITED LINES INC, 2303 Coney Island Ave, NY 11223 Brooklyn, USA

VIV	Text	Wetto	Vat %	Vat	EUR
1	Cor HONDA INSIGNT VINSUHMZEZH61AS00760	20 pickup 31.01.20 <u>1</u> 3.			
2	Unleading	(50€	Val 0% 718		150,00
3	Customs tees	10€	Val 0% 71§	•	10.00
4	Storage 18:12:2012 - 31:01:2013; 45d	7096 + 38026	Varox 715		76,00
5	Car TOYOTA YENZA VINEATEBE 11A49UDD 1942	2 pickup 31.01,2013	·	***************************************	
6	Uniteding	166€	Vat o % 71§		150,00
7	Cuctoms fees	10€	Vat 0% 715		10,00
B	Storage 14.11.2012 - 31.01.2013: 79d	7d*DE+72d*2E	Vat0%71§		144,00
F	Car VOLKSWAGEN CC VINWVVVMLYANGAESI	17737 pickup 31.01,2013		CONTRACTOR - BANK AND AND AND AND AND AND AND AND AND AND	
10	Unioading	150K	Vai 0% 715		150,00
11	Cusioms fees	10€	Val.0% 716		10,00
12	Storage 01.08.2012 - 31.01.2013: 584d	70"06 + 1770"26	Vat 0% 715		354,00
13	Car 8UBARU FORESTER VINEIF2SH63G19H74	2041 pickirp 31.01,2013		****************	
14	Unloading	150£	Val 0% 716		150,00
15	Customs lees	108	Val0% 716		10,00
fĄ	Storage 31.10.2012 - 31.01.2013; 93d	7070E + BE0'2E	Vai 0%, 718		172,00
17	Car LEXUS LX570 VINEJTJHY7AX484050577 pi	ickup 31.01.2013	«««««««««««««««««««««««««««««««««««««	and the second of the second o	
18	Unfolding	150 5	Var 0% 715		150,00
w	Customs leas	106	Vai 0% 71§		10,00
20	Storage 29.08.2012 - 31.01.2013; 156rt	76°06 • 1494°26	Va; 0% 716		298,00
		· · · · · · · · · · · · · · · · · · ·	Netto	Vat 24%	Tota
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	any. Oy CarConé Od	atalionists	15 174 211	2. Maren Afferd Att	k: Norde
-	ccount: 106930-226829	10 10 10 11/	FIRE All D Bank	Address: HELSINK	
CAR:	FH41_1.06930(XX226B29	tan tan	250 1921 1 a 1255		NDEAFH

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Oy CarCont Ltd

Company: Oy CarCont Ltd, Business to: Ft 2005139-0 Address: Merkuulentio 424 2nd ft. 48310 Kotka, Finland

E-mail: finland@eillines.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 55

INVOICE AL303

Page 2 / 2

Payment terms

Payer information

Issue Date

18.02.2013

Due Date

Overdue

21.02.2013

16%

EMPIRE UNITED LINES INC. 2303 Coney Island Ave. NY 11223 Brooklyn, USA

VN	Text	Netto	Vat %	Vat EU			
21	Car volksvagén tyguan vinawygbyjeni	29W526797 pickup 31.01.2013					
22	Untoeding	150C	Val 0% 715	150,00			
23	Gusioma fees	106	Vat0%71§	10,00			
26	Storage 12:12:2012 - 31:01:2013: 516	70'06 + 410'26	Val 0% 715	88,00			
25	Car yolkisyaagen og vinewywaltansaes	27150 přádna 31.01.2013					
26	Unloading	150€	Val 0% 719	150,00			
ŽĮ	Customs lees	低	Val 0% 715	10,60			
28	Storage 31.10.2012 - 31.01.2013: 93d	7d*06 + 65d*2 6 .	Val 0% 71§	172,00			
29	Car JEEP COMPASS VINEIJANFAFBSADSSIZ	15 pickup 31.01.2013					
30	Unloading	1566	Vai 0% 715	150,00			
.31	Customs faes	10€:	Vat 0% 719	10,00			
95	Storage 14.01.2013 - 51.01.2013: 184	7070E + 11078E	Val 0% 715	22.00			
33	Car TOYOTA VENZA VINIPAT3RE 11459U007895 pickup 31.01.2013						
34	Untonding	150€	Val 0% 715	150,00			
IJ	Customs fees	104	Val 0% 715	10,00			
36	Signage 18.12.2012 - 31.01.2013: 456	76'0E + 3E6'7E	Val 0% 715	76.00			
37	Car LEXUS RX350 VIDERTIBE 18 ASACD09746	plokup 31.01.2013					
38	Unloading	1506	Val 0% 71§	150,00			
39	Customs lees	106	Vel 0% 715	10.00			
40	Sisrage 18.04.2012 - 31.01.2013; 2894	74506 + 2822526	Val 0% 715	564,00			
		, r . 1	Netto	Vat 24% Tota			
KLV 0%	,		3 566,00 €	0,00 € T.566.00			
/cca	unt Information			Bank Informatio			
	any: Oy CarCont Eul	THOSKAD" YOU LEST WANTED	1. V 24. 216	Bank NORD			
UR Ac	count: 106930-226929			lddress: HELSINKI, FINLAN			
oan:	F441 10693000226029		1791	SWIFT: NDEAFIH			

Company: Oy Carcont Ltd. Business ID: Fl 2005139-0 Addressi Moritualentie 424 2nd ff, 48310 Kotka, Finland

E-mail: finland@evilnes.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 55

INVOICE A1304

Page 1/2

Payment terms

Payer information

Issue Date Due Date

Overdue

18.02.2013

21.02.2013

16%

EMPIRE UNITED LINES INC. 2303 Coney Island Ave, NY 11223 Brooklyn, USA

NN	Text	Netto	, Vat-96	Vat EUR
•	1 Car Bany X5 vanasuxfe13509LD37392 dickap 31.	01.2013		
:	? Unleading	1506	Vai 0% 71§	150,00 €
;	3 Customs lees	106	Val D% 716	10,00 €
	Storage 01.10.2012 - 31.01.2013: 123d	7d574 + 118d524	Vat 0% 71§	232,00€
	5 Cei JEEP COMPASS VINHIJAMF5FB7BD262296 p	ilckup 31 ()1.2013		
ŧ	5 Unitwading	150€	Vai 0% 71§	150.00 €
Ĭ	7 Customs lees	106	Val 0% 716	10,00 6
1	8 Storage 12.12.2012 - 31.01.2013: 51d	7d*0E + 446*2E	Vai.0% 71§	88,00 €
1	I Car SAAB 94X AERO VINKIGOFNUEGZBS800047	pickup 31.01.2013	anemingug Metabakakakaku gunan ng paketi Kintania.	utvigtp eprinsetedetspie dfiditettrige
10) Unicading	15DE.	Vin 0% 71§	150,00 E
1	t Customs fees	10%	Va10% 71§	10,00 €
1;	Storage 19.10.2012 - 31.01.2012: 105d	78°0€ + 888°2€	Var0%715	196,00 €
13	I CAV MERCEDES BENZ COOP VINEWOOGF81X49R	073295 pickup 31.01.2013		HARD almostablismagan gayayarderrene en
14	1 Unbading	1506	Ver 0% 718	150.00 €
15	5 Customs toes	10 č	Val0% 716	10,00€
16	S Storage 12.12.2012 - 31.01.2013; 51d	70°0E+440°2E	Val U% YIS	88,00 €
17	Car MERCEDES BENZ P120 VINFAUGC625E68A0	195805 phikup 31.01.2013	anne a turanna ann an turanna an turanna an turanna an turanna an turanna an turanna an tagan an turanna an tu	hrima nama,yaya _y h ukhalab
12	Unbading 1	1506	Vai 0% 71§	150,00 €
19	Oustoms fees	106	Val 0% 715	10,00 €
Z	7 Storage, 14,11 2012 - 31,01,2013; 79d	76106+72626	Var0% 71§	144,00%
		 	Netto	Vat 24% Total

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Account Information

ALV 0%

Company: Dy CarCont Ltd

EUR Account: 105990-226829

iran: riar 10693000225829

Bank Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFINH

Company: Dy CarCont Ltd, Bosiness ID: FI 2005139-0 Address: Meritualentie 424 2nd II, 48310 Kötka, Finland

E-mail: finland@eulines.com, Tel: +958 (5) 260 47 90, Fax: +958 (5) 260 47 55

INVOICE A1304

Page 2 / 2

Payment terms

Payer Information

Issue Date Due Date

Overdue

18.02.2013

21.02.2013

16%

EMPIRE UNITED LINES INC. 2303 Coney Island Ave,

NY 11223 Brooklyn, USA

MM	Text	Wetto	Vat %	Vat
21	Car DODGE CALBER VINESESH846A79D17927	8 peckup 31.01.2013		
22	Unloading	1504	Vai 0% 71§	150,00 €
23	Cusions fees	10€	Val 0% 715	10,00 €
24	Slorage 03.01.2013 - 31.01.2013/ 29d	78"DE + 228"26	Vai 0% 719	44,00 €
25	OH JEEP COMPAGE VINSTCANICBASCDE7362	5 ráckup 31.01.2013		(Mary 1 and
26	Untrading	150€	Val 016 71§	150,00 €
27	Costoms fees	10€	Val 0% 71§	10,00 €
28	Storage 19.10.2012 - 31.01.2013: 105c	7d*0Æ +98d*2€.	Vat0% 71§:	196,00 €
20	Car Volkswagen jetta vinegywratik78m	179897 pickup 31.01.2013		
30	Unbading	150€	Val 0% 71§	150,00 €
33	Customs fees	傂	Vat 0% 71§	10,00 €
32	Storage (I9.08.2012 - 31.01.2013; 176d	7d*06 + 169d*2€	Vel 0% 71§	338,00 €
33	ConMERCEDES BENZ ML320 VINFAJGBB25E3	1A489354 picturp 31.01.2013		
34	Unloading	150%	Vat 0% 71§	150,00°F
35	Customs fees	106.	Val 0% 71§	10,00 €
35	Storage 29,08,2012 - 31.01,2013; 156d	70°06 + 1490°26	Vat 0% 71§	298,00 €
37	Car GMC ACADIA SLT-2 VINE1GKE VNEDBAJ138	\$200 pickup 31 .b1,2013		,
38	Unbading	150 %	Val 0% 71§	150,00 €
39	Cusions less	10€	Val.0% 71§	30, ₹\$7,01
40	Storage 14.01.2013 - \$1.01.2013; 18d	7000 + 11026	Vel 0% 716	22,00 €
ALV (?)	4		Netto	Vat 24% Total
Àcçe	unt Information	9.6		Bank Information
Compa	eny: Oy CarConr Ltd			Bank: NORDEA
EUR A	ccount: 106930-226829		Bank Ar	idress: Helsinki, Fincand
IBAN:	Fi#1, 10693000226829			SWIFT: NDEAFIHH

[Print]

Shipment Information

Filer ID **Shipment Reference Number**

TTN:

Current Date/Time:

Departure Date

Export Port Unläding Por

Routed Transaction? Related Companies?

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28 14:18:28 2016 EDT

NEW YORK, NY (1001)

KOTKA, FINLAND (40549) VESSEL (10)

UNKNOWN CARRIER (UNKN)

KAETHE C. RICKMERS-1250

No No Νo Ultimate Consignee

Name

USPPI

Name

ID Number

Cargo Origin

Contact

Phone

CARCONT LTD 0

Consignee Type

Contact

Phone

Address

35852604722

MERITUULENTIE 424

GLOBAL AUTO INC.

150-1 CARRIAGE LANE **DELRAN, NJ 08075**

223673425 (EIN)

SERGEY SERGEY

9083515888

KOTKA, FI 48310

Hazardous?

Freight Forwarder

Name

EMPIRE UNITED LINES 113154282 (EIN)

ID Number Contact

MICHAEL HITRINOV

7189986900

Phone Address

2303 CONEY ISLAND AVE

BROOKLYN, NY 11223 US

Origin License Vehicle

Commodities

Item EIC Schedule B/HTS/Description

8703900000

2010 GMC ACADIA SLT-2

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

Used Vehicle Details Vehicle ID: 1GKLVNED6AJ138200 ID Type: Product ID Vehicle Title: Vehicle State

8703900000 2 OS. 2010 ACURA RDX

> License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

Used Vehicle Details Vehicle ID: 5J8TB2H29AA000682 **JD Type: Product ID** Vehicle Title: Vehicle State

Equipment

Equipment Number

TCNU8761450

1 NO 1652 KG \$ 21400 D

Gross Wt. Value

1 NO 2160 KG _ \$ 27700 D

C33

Seal Number

7876388

[Print] **Shipment Information** USPPI Filer ID 113154282 Name GLOBAL AUTO INC. 038EUL1039353 223673425 (EIN) **Shipment Reference Number** ID Number 20121108005351 Contact **SERGEY SERGEY** Apr. 28 14:22:47 2016 EDT Current Date/Time: Phone 9083515888 Cargo Origin 150-1 CARRIAGE LANE DELRAN, NJ 08075 11/13/18 Departure Date Transportation Reference **Ultimate Consignee** EW YORK (NY) **CARCONT LTD** Name Country of Desi INLÂND (FI) **Consignee Type** 0 NEW YORK, NY (1001) Contact Unlading Port KOTKA, FINLAND (40549) 35852604722 Phone Mode of Transport VESSEL (10) Address **MERITUULENTIE 424** Carrier SCAC/TATA UNKNOWN CARRIER (UNKN) KOTKA, FI 48310 Conveyance Name KAETHE C. RICKMERS 1245 Routed Transaction? No Freight Forwarder Related Companies? No **EMPIRE UNITED LINES** Name Hazardous? Νo **ID Number** 113154282 (EIN) MICHAEL HITRINOV Contact 7189986900 2303 CONEY ISLAND AVE Address BROOKLYN, NY 11223 US Commodities Item EIC Schedule B/HTS/Description Qty Gross Wt. Value Orlain License Vehicle 8703900000 1 NO 1521 KG \$ 15888 D 2009 VOLKSWAGEN TIGUAN License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) Used Vehicle Details Vehicle ID: WVGBV75N29W525297 ID Type: Product ID Vehicle Title: Vehicle State OS 8703900000 1 NO 1774 KG \$ 10600 D C33 **2011 JEEP COMPASS** License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) Used Vehicle Details Vehicle ID: 134NF5FB78D282296 ID Type: Product ID Vehicle Title: Vehicle State 8703900000 1 NO 1523 KG \$ 20800 D C33 2009 MERCEDES-BENZ C300 License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) **Used Vehicle Details** Vehicle ID: WDDGF81X49R073295 ID Type: Product ID Vehicle Title: Vehicle State Equipment

Seal Number

7876117

Equipment Number

TGHU8737440

113154282

038EUL4039353

NLAND (FI)

VESSEL (10)

No

No

NEW YORK, NY (1001)

KOTKA, FINLAND (40549)

UNKNOWN CARRIER (UNKN)

KAETHE C. RICKMERS 1245

20121 108005351

Shipment Information

Current Date/Time:

Conveyance Name

Routed Transaction?

Related Companies?

Hazardous?

Departure Date
Transportation Rel

ITN:

Shipment Reference Number

[Print] USPPI GLOBAL AUTO INC. Name 223673425 (EIN) **ID Number** SERGEY SERGEY Contact 9083515888 Phone 150-1 CARRIAGE LANE Cargo Origin **DELRAN, NJ 08075** Ultimate Consignee CARCONT LTD 0 **Consignee Type** Contact 35852604722 Phone **MERITUULENTIE 424** Address **KOTKA, FI 48310** Freight Forwarder **EMPIRE UNITED LINES** Name 113154282 (EIN) **ID Number** MICHAEL HITRINOV Contact 7189986900 Phone 2303 CONEY ISLAND AVE Address BROOKLYN, NY 11223 US

Commodities Origin License Vehicle Qty Gross Wt. Value Item EIC Schedule B/HTS/Description 1 NO 1521 KG \$ 15888 D 8703900000 2009 VOLKSWAGEN TIGUAN License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) **Used Vehicle Details** Vehicle ID: WVGBV75N29W525297 ID Type: Product ID Vehicle Title: Vehicle State \$10600 D C33 Yes 1 NO 1774 KG 8703900000 2011 JEEP COMPASS License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) **Used Vehicle Details** Vehicle ID: 114NF5FB7BD282296 ID Type: Product ID Vehicle Title: Vehicle State \$ 20800 D 1 NO 1523 KG C33 Yes 8703900000 2009 MERCEDES-BENZ C300 License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) **Used Vehicle Details** Vehicle ID: WDDGF81X49R073295 ID Type: Product ID

Equipment

Equipment Number

Vehicle Title: Vehicle State

TGHU8737440

Seal Number 7876117 113154282

L04452

NEW YORK (NY)

NEW YORK, NY (1001)

MSC SARAH NU301R

KOTKA, FINLAND (40549)

UNKNOWN CARRIER (UNKN)

FINLAND (FI)

VESSEL (10)

No

Nο

038EUL1045297-2

x20130103022095

hu Apr 28 14:50:45 2016 EDT

[Print]

Shipment Information

Filer ID

Shipment Reference Number

ITN:

Current Date/Time:

Departure Date

Transportation Reference Num Origin State

Country of Dest.

Export Port

Unlading Port

Mode of Transportation

Carrier SCAC/TATA

Conveyance Name

Routed Transaction?

Related Companies?

Hazardous?

USPPI

Name

GLOBAL AUTO INC.

ID Number

223673425 (EIN) SERGEY SERGEY

Contact

Cargo Origin

9083515888

150-1 CARRIAGE LANE

DELRAN, NJ 08075

Ultimate Consignee

Name

CARCONT LTD

Consignee Type

Contact

Phone

Address

35852604722 **MERITUULENTIE 424**

KOTKA, FI 48310

Freight Forwarder

Name

EMPIRE UNITED LINES

ID Number

Qty Gross Wt. Value

1 NO 1523 KG \$ 12197 D

\$ 9905 D

113154282 (EIN) MICHAEL HITRINOV

Contact Phone

7189986900

Address

2303 CONEY ISLAND AVE

Origin License Vehicle

C33

Yes

Yes

BROOKLYN, NY 11223 US

Commodities

Item EIC Schedule B/HTS/Description

OS 8703900000

2009 TOYOTA PRIUS

License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: JTDKB20U897858466 ID Type: Product ID

Vehicle Title:

Vehicle State

8703900000 2009 TOYOTA CAMRY

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR

ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: 4T1BE46K19U306703

ID Type: Product ID

Vehicle Title: Vehicle State

Equipment

Equipment Number

TCKU9873233

Seal Number

1 NO 1658 KG

7876363

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	IN CLER	K'S OFF	ICE
 U.S.	DISTRIC	T COURT	E.D.N.Y.

NOV 1 9 2015

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK GLOBAL AUTO, INC., et al.,

Plaintiffs,

MEMORANDUM AND ORDER

-against-

13-CV-2479 (SLT)(RER)

MICHAEL HITRINOV, a/k/a MICHAEL KHITRINOV, et al.,

Defendants.

EMPIRE UNITED LINES CO., INC., et al.,

Plaintiffs.

-against-

14-CV-2566 (SLT)(RER)

SK IMPORTS, INC., et al.,

Defendants.

TOWNES, United States District Judge:

In a memorandum and order entered September 30, 2015 (the "Prior M&O"), the Court dismissed without prejudice the plaintiffs' claims in the first above-captioned action: Global Auto, Inc. v. Hitrinov, No. 13-CV-2479 (SLT)(RER) ("Global Auto"). Global Auto, Inc. v. Hitrinov, No. 13-CV-2479 SLT RER, 2015 WL 5793383, at *6 (E.D.N.Y. Sept. 30, 2015). The Court also denied a motion by the defendants in Global Auto—Empire United Lines Co., Inc., and its principal, Michael Hitrinov (collectively, "EUL")—which sought to enjoin the plaintiffs in Global Auto-Global Auto, Inc.; G Auto Sales, Inc.; and Effect Auto Sales, Inc. (collectively, "Plaintiffs")—from pursuing cross-claims in a subsequently filed New Jersey action which were almost identical to the claims the Plaintiffs had brought against EUL in Global Auto. Id., at *7-8. EUL now moves for reconsideration of these decisions pursuant to Rules 59(e) and 60(b) of the Federal Rules of Civil Procedure and Local Civil Rule 6.3 of the Local Rules of the United

States District Courts for the Southern and Eastern Districts of New York. For the reasons set forth below, EUL's motion for reconsideration is denied.

BACKGROUND

The facts relating to this case are set forth in the Prior M&O and other memoranda and orders which the Court has previously entered in the above-captioned cases. Familiarity with those memoranda and orders is assumed. However, for the convenience of the reader, the Court will provide a brief summary.

The two above-captioned actions principally involve disputes between corporations engaged in selling American automobiles to European consumers and Empire United Lines, Co., Inc., a non-vessel operating common carrier which was involved in transporting those automobiles from New Jersey to Finland. After unsuccessfully attempted to intervene in *Global Auto*, some of the European consumers commenced a lawsuit in the United States District Court for the District of New Jersey: *Akishev v. Kapustin*, No. 13-cv-7152-NHL-AMD ("*Akishev*"). The original complaint in that action named 13 defendants (excluding Does), including Plaintiffs, their principals, and related entities (collectively, the "Global Defendants") and EUL and a related entity (collectively, the "EUL Defendants"). After that complaint was amended, the Global Defendants filed an amended answer which incorporated cross-claims against the EUL Defendants which closely resembled the claims contained in Plaintiffs' First Amended Complaint in *Global Auto*.

After the attorneys representing the Plaintiffs in Global Auto and the Global Defendants in Akishev withdrew as counsel, EUL moved to dismiss the Plaintiffs' claims in Global Auto for failure to prosecute pursuant to Rule 41(b) of the Federal Rules of Civil Procedure. Three weeks later—after one of Plaintiffs' principals, Sergey Kapustin, indicated that he might be able to

retain counsel in Akishev but would not retain counsel in Global Auto— EUL moved to enjoin the Plaintiffs from pursuing the cross-claims in Akishev, relying on the "first-filed rule." In the Prior M&O, the Court granted the first motion, but dismissed the Plaintiffs' claims in Global Auto without prejudice at the urging of the plaintiffs in Akishev (the "NJ Plaintiffs"), noting that "dismissal with prejudice might impede the NJ Plaintiffs' ability to recover on a judgment against Plaintiffs." Global Auto, 2015 WL 5793383, at *6. The Court denied the second motion, noting that the "first-filed rule" created only a rebuttable presumption that the district in which the first of two competing lawsuits was filed would be the appropriate venue. The Court noted that, in light of the dismissal of the Plaintiffs' claims in Global Auto, it was unclear whether there were two conflicting lawsuits and that EUL had not established that the balance of convenience did not favor New Jersey.

EUL now moves for reconsideration of the Prior M&O. EUL does not contest the decision to dismiss the Plaintiffs' claims in *Global Auto*, but argues that the dismissal should have been with prejudice. EUL also seeks reconsideration of the denial of the motion for injunctive relief, but does not address the issue of whether there are still two competing lawsuits. Rather, EUL contests only the balance of convenience analysis, arguing that the Court improperly placed the burden on EUL to prove that New Jersey was not the more convenient forum and relied on incorrect factual assumptions in performing the balance of convenience analysis. These arguments are described in more detail in the discussion below.

DISCUSSION

Legal Standard

Although EUL brings this motion pursuant to Fed. R. Civ. P. 59(e) and 60(b) and Local Civil Rule 6.3, the standards under these three rules are the same. See Maalouf v. Salomon

Smith Barney, Inc., No. 02 Civ. 4770 (SAS), 2004 WL 2782876, at *1 (S.D.N.Y. Dec. 3, 2004) (citing cases) (standards for granting a motion under Rule 59(e) or a motion for reconsideration under Rule 60(b) are the same); First Fin. Ins. Co. v. Allstate Interior Demolition Corp., No. 96 Civ. 8243 (RLC), 1998 WL 567900, at *3 (S.D.N.Y. Sept. 3, 1998) ("Grounds for relief under Rule 59(e) are equivalent to the grounds for relief on a motion for reconsideration under Local Civil Rule 6.3."). Under these rules, "[t]he standard for granting ... [reconsideration] is strict, and reconsideration will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court." Shrader v. CSX Transp., Inc., 70 F.3d 255, 257 (2d Cir. 1995).

The rules do "not provide a party with the opportunity to relitigate the merits of a case in an attempt to win a point already 'carefully analyzed and justifiably disposed." Feldman Law Grp. P.C. v. Liberty Mut. Ins. Co., 819 F. Supp. 2d 247, 266 (S.D.N.Y. 2011); see also Fleming v. N.Y. Univ., 865 F.2d 478, 484 (2d Cir. 1989) ("[A] Rule 60(b)(3) motion cannot ... serve as an attempt to relitigate the merits."). Accordingly, a motion for reconsideration "is properly denied where it seeks only to relitigate issues already decided." Maldonado v. Local 803 I.B. of T. Health & Welfare Fund, 490 F. App'x 405, 406 (2d Cir. 2013) (summary order) (citing Zerman v. Jacobs, 751 F.2d 82, 85 (2d Cir. 1984)). Moreover, such motions cannot be used to raise new claims or defenses or present new arguments that could have been raised earlier. See United States v. Cirami, 563 F.2d 26, 33 (2d Cir. 1977) ("[C]ourts should not encourage the reopening of final judgments or casually permit the relitigation of litigated issues out of a friendliness to claims of unfortunate failures to put in one's best case."); Westport Ins. Corp. v. Goldberger & Dubin, P.C., 255 F. App'x 593, 595 (2d Cir. 2007) (summary order) ("New

arguments based on hindsight regarding how a movant would have preferred to have argued its case do not provide grounds for Rule 60(b) relief.").

Dismissal Without Prejudice

In arguing that the Court erred in dismissing Plaintiffs' claims in *Global Auto* without prejudice, rather than with prejudice, EUL raises both issues of law and fact. With respect to the law, EUL provides the Court with a statistical analysis of reported cases in which claims were dismissed pursuant to Rule 41(b), noting that only 2.4% of those cases in this Circuit, and only 4.15% of such cases nationally, were dismissed without prejudice. Assuming EUL's analysis is correct, it serves only to establish that district courts have the discretion to dismiss without prejudice, even if that discretion is not frequently exercised.

EUL distinguishes the three cases cited by the Court—Gabayzadeh, Berrios, and Cheung—on the ground that the plaintiffs in those cases were incompetent persons, children, or improperly represented parties without standing, not "confirmed members of a massive RICO conspiracy who have repeatedly attempted to defraud the Federal courts." Defendants' Memo at 5. EUL then cites to three other cases—United States ex rel. Pilon v. Martin Marietta Corp., 60 F.3d 995 (2d Cir. 1995), Tradeways Inc. v. Chrysler Corp., 342 F.2d 350 (2d Cir. 1965), and Allied Air Freight, Inc. v. Pan Am. World Airways, Inc., 393 F.2d 441, 443 (2d Cir. 1968)—in support of the assertion that "in the absence of mitigating factors such as incompetent or minor plaintiffs, the Second Circuit has not shied away from affirming with prejudice dismissals or even reversing lower courts for failing to dismiss with prejudice." Defendants' Memo at 7.

The Court agrees that the cases cited in the Prior M&O were not on point. Rather, they were cited in support of the general proposition that dismissal without prejudice can be appropriate in cases "where dismissal with prejudice 'could potentially prejudice a properly

*6 (citing Gabayzadeh, 2009 WL 2983013, at *4). The three cited cases were similar to this one in two respects: they involved the dismissal of claims brought by pro se litigants under Rule 41(b) and involved instances in which dismissal with prejudice would have prejudiced third parties who could not represent themselves in the action.

The cases cited by EUL, however, are also not on point. Indeed, only *Allied Air Freight* is at all relevant to this action. In *Allied Air Freight*, a plaintiff seeking review of an interlocutory order allowed its action to be dismissed for lack of prosecution, knowing that such dismissals, under practices then followed by the United States District Court for the Southern District of New York (the "SDNY"), were typically without prejudice. The plaintiff then appealed the interlocutory order. The defendant argued that considering the merits of that appeal "would encourage all would-be appellants from interlocutory orders to do nothing, procure a dismissal," then appeal to the Second Circuit for review of the interlocutory order. *Allied Air Freight*, 393 F.2d at 444.

The Second Circuit held that it had jurisdiction to hear the appeal and proceeded to reach the merits. However, the Court criticized the SDNY's practice of routinely dismissing without prejudice. In a footnote, the Second Circuit opined: "It may be a better practice for the district court routinely to order that dismissals for failure to prosecute be with prejudice, unless plaintiff makes a showing to the calendar judge that the dismissal should be without prejudice." *Id.*, at 444, n. 2. This dictum did not enunciate a procedural rule which is controlling in this case, and EUL does not cite to any other authority for such a proposition.

The other two cases cited by EUL are entirely irrelevant to this action. In the first case—United States ex rel. Pilon—a district court concluded that it lacked subject-matter

jurisdiction over the plaintiffs' qui tam claims because of the plaintiffs' counsel's failure to comply with filing and service requirements for bringing such claims. The district court nonetheless dismissed the qui tam claims without prejudice, then failed to address a motion for reconsideration in which defendant argued that dismissal with prejudice was "the only remedy that properly preserves the congressional objectives embodied in the qui tam statutory scheme." United States ex rel. Pilon, 60 F.3d at 998. On appeal, the Second Circuit ruled that it was an abuse of discretion not to dismiss the qui tam claims with prejudice because "the Pilons' failure to comply with the filing and service provisions ... irreversibly frustrate[d] the congressional goals underlying those provisions." Id., at 1000 (internal citations and quotation omitted; brackets in original). This holding is irrelevant to this case, which does not involve a qui tam action.

In the second case—*Tradeways Inc.*—the Second Circuit ruled that it was an abuse of discretion not to dismiss for failure to prosecute an action in which the plaintiff's repeated delays of the litigation prejudiced the defendant. That action had been commenced in 1958, and had been dismissed twice for lack of prosecution during 1960 and 1961. On both occasions, it was restored to the calendar on consent of the defendant. In May 1963, on the eve of trial, the plaintiff sought to stay the trial in order to depose a witness who, although known to the plaintiff for a considerable period of time, was not listed in the pre-trial order. The stay was nevertheless granted and a deposition was taken in mid-June 1963. Although plaintiff was denied permission to extend discovery in early October 1963, plaintiff moved in November 1963 for an order allowing it to continue the deposition. A district judge not only denied that motion, but encouraged the defendant to move to dismiss for failure to prosecute.

Although the defendant made that motion, another judge denied it and scheduled a trial. After that trial, in which a jury awarded the plaintiff \$108,000, the defendant appealed the denial of its motion to dismiss. The Second Circuit ruled that it was an abuse of discretion not to grant the motion to dismiss since "[t]he delays appear[ed] to be almost entirely the fault of [the plaintiff]" and "eventually worked to the prejudice of [the defendant]," who lost a valuable witness in an airplane accident in May 1962, three and a half years after the start of the litigation. *Tradeways*, 342 F.2d at 352.

In this case, unlike in *Tradeways*, there is no evidence that EUL would be disadvantaged by dismissal without prejudice. To the contrary, EUL would be unfairly advantaged by dismissal with prejudice. According to a declaration executed by defendant Hitrinov on May 23, 2013 (the "Hitrinov Declaration"), which was filed as Document 14 in *Global Auto*, EUL not only provided shipping and storage services to Plaintiffs, but also helped to finance Plaintiffs' scheme. EUL would take a "60% interest" in particular vehicles (so-called "Investment Vehicles"), and would be paid interest at a rate of 1.5% per month on those investments. Hitrinov Declaration, ¶ 16. The investment was "secured by a 60% interest in the Investment Vehicles." *Id.*, ¶ 18. Kapustin agreed that "that EUL would be entitled to a right of possession in any Investment Vehicle ... until such time as it was released to a third-party buyer" and, to that end, delivered the documents of title for each such vehicle to EUL. Hitrinov Declaration, ¶ 5. However, the Hitrinov Declaration does not state if there was any agreement regarding whether or when EUL could sell the vehicles.

By December 2011, EUL had invested over \$450,000 in this manner. However, by late December 2012, Hitrinov began to question Kapustin's integrity. "Concerned about Kapustin's/[P]laintiffs' ability and even willingness to abide by [the] agreement," Hitrinov

demanded repayment of the principal and interest within 30 days. *Id.*, ¶¶ 31-32. When Kapustin and the Plaintiffs failed to comply with that demand, Hitrinov directed that Investment Vehicles be "sold to third party buyers to satisfy plaintiffs' indebtedness to EUL." *Id.*, ¶ 40.

It is unclear precisely when EUL sold the cars, how many cars EUL sold, or what the vehicles were worth. In a motion for a temporary restraining order and preliminary injunction filed in early May 2013, the Plaintiffs alleged that EUL was in possession of approximately 58 vehicles belonging to the Plaintiffs, which were specifically identified in Exhibits C-1 and C-3 to the Plaintiffs' Complaint. Those exhibits indicated that the 58 vehicles were valued at over one million dollars. In responding to that motion for injunctive relief, Hitrinov admitted that all but two of the vehicles had been sold, but expressed doubts as to whether the sale would net the \$422,018.00 in principal and other amounts that the Plaintiffs allegedly owed EUL. *Id.*, ¶ 41.

At a hearing on June 4, 2013, the Court orally denied the Plaintiffs' motion for injunctive relief on the ground that they had not met the exacting standard for obtaining a mandatory injunction. See Transcript of June 4, 2013, Hearing (Document 24 in Global Auto). However, the colloquy at that hearing made it clear that there was a substantial question regarding whether EUL was authorized to sell the Investment Vehicles. Neither party could produce a written agreement documenting EUL's rights in the Investment Vehicles, and the Plaintiffs maintained that the vehicles were illegally sold. Id., pp. 4-5.

If the Court were to dismiss the Plaintiffs' claims in *Global Auto* with prejudice, it might foreclose resolution of this substantial question. This result would permit EUL, who helped finance Plaintiffs' scheme, to recoup at least part of its "investment" at the expense of unwitting consumers who were victimized by the Plaintiffs' scheme. This Court will not permit this potential injustice.

EUL's motion for reconsideration also identifies several facts which this Court may have overlooked. In the Prior M&O, the Court noted that the NJ Plaintiffs had filed several motions for sanctions against the Global Defendants, including a motion which sought the entry of a default judgment against them. Although the Prior M&O stated that the motion was still pending, *Global Auto*, 2015 WL 5793383, at *3, that motion was actually decided on September 21, 2015—eight days before the Prior M&O was issued. Judge Hillman, who presides over the *Akishev* case, granted the motion for a default judgment and awarded the NJ Plaintiffs \$2,228,069.29. In the wake of Judge Hillman's decision, the NJ Plaintiffs and the Global Defendants entered into an "Assignment of Claims," which purports to assign to the NJ Plaintiffs the Global Defendants' interests in their claims and cross-claims against the EUL and the EUL Defendants. Defendants' Memo, Ex. 3.

The facts do not alter the Court's conclusion that the Plaintiffs' claims in *Global Auto* should be dismissed without prejudice. In the Prior M&O, the Court explained its rationale as follows:

To the extent that Plaintiff's claims against the EUL Defendants are meritorious, Plaintiffs' creditors may wish to pursue those claims in the event they obtain judgment against Plaintiffs. For that reason, counsel for some of the NJ Plaintiffs have urged the Court to dismiss Plaintiffs' claims against the EUL Defendants without prejudice. Since dismissal with prejudice might impede the NJ Plaintiffs' ability to recover on a judgment against Plaintiffs, the Court will dismiss Plaintiffs' claims in this action without prejudice.

Global Auto, 2015 WL 5793383, at *6. The facts that the NJ Plaintiffs have now recovered a substantial judgment against the Global Defendants and have entered into an agreement which purports to assign the Plaintiffs' claims against the EUL Defendants to the NJ Plaintiffs only lends support to the Court's rationale.

Defendants argue that the Plaintiffs' claims in *Global Auto* are non-assignable as a matter of public policy under New Jersey law, that the assignment violates a preliminary injunction entered by Judge Hillman which prevented the Global Defendants from alienating their assets, and is unnecessary because the NJ Plaintiffs have "numerous other methods of enforcing their judgment" against the Global Defendants. Defendants' Memo at 9. None of these arguments are persuasive. First, even assuming that New Jersey law prohibits the assignment of claims, the NJ Plaintiffs, as judgment creditors of the Global Defendants, could attempt to levy upon any recovery that the Global Defendants obtain as a result of their litigation against the EUL Defendants. Second, Judge Hillman's injunction was entered at the request of the NJ Plaintiffs, who sought to prevent the Global Defendants from dissipating their assets. That injunction was not intended to prevent the NJ Plaintiffs from recovering upon their judgment against the Global Defendants, but rather to ensure that the Global Defendants still had assets which the NJ Plaintiffs could recover.

Third, while the NJ Plaintiffs unquestionably have "other methods of enforcing their judgment" against the Global Defendants, Defendants' Memo at 9, there is nothing to suggest that the funds recovered using those methods will satisfy the \$2,228,069.28 award. First, that award does not reflect actual damages, but includes substantial punitive damages awarded under the treble damages provisions of the RICO statute and federal odometer laws. There is nothing to suggest that the Global Defendants' scheme netted over \$2.2 million. Even if it did, the Global Defendants have a history of secreting their assets. Indeed, on June 18, 2015, Judge Hillman enjoined the Global Defendants from withdrawing money from any bank accounts based on the NJ Plaintiffs' representation that the Global Defendants were diverting funds to a Finnish bank in order to avoid complying with a Consent Order requiring the Global Defendants

to deposit funds into the court's registry. Judge Hillman later accused Mr. Kapustin of perjuring himself and perpetrating a fraud on the court, stating that he had "never seen someone so willing to lie and cheat and steal" as Kapustin. Transcript of Aug. 31, 2015, Proof Hearing, p. 91. In light of this history, the assertion that the NJ Plaintiffs will be able to execute on enough assets to satisfy the multi-million dollar judgment without pursuing the assigned claims is highly speculative.

The First-Filed Rule

EUL also moves for reconsideration of the denial of its motion to enjoin the Plaintiffs from pursuing their cross-claims against the EUL Defendants in *Akishev*. EUL does not address the question of whether the first-filed rule, on which their argument relies, even applies in light of the fact that Plaintiffs' claims against EUL in *Global Auto* have been dismissed without prejudice. Rather, EUL's motion focuses entirely on the balance of convenience analysis, noting that the Court incorrectly placed the burden of proof on EUL and that the analysis was factually inaccurate.

Even assuming that EUL's arguments are correct, engaging in the balance of convenience analysis now would be to answer a purely hypothetical question. The "first-filed rule" applies "[w]hen two actions involving the same parties and issues are pending concurrently" Reliance Ins. Co. v. Six Star, Inc., 155 F. Supp. 2d 49, 54 (S.D.N.Y. 2001). The rule "seeks to advance judicial economy, protect a plaintiff's choice of forum and avoid duplicative litigation," as well as "the considerable expense and potential for inconsistent judgments that duplicate litigation entails." Id. (internal citations omitted).

The very timing of EUL's motion for injunctive relief makes it clear that EUL is not seeking to vindicate these purposes. The Global Defendants' cross-claims against the EUL

Defendants in *Akishev* were filed on October 7, 2014. Yet, EUL did not move for injunctive relief pursuant to the first-filed rule until July 31, 2015—almost 10 months later. By that time, EUL had moved to dismiss Plaintiffs claims in *Global Auto* for failure to prosecute and had learned that Kapustin had located "an attorney ... who showed interest" in representing the Global Defendants in *Akishev*, but had "funds to hire representation for [the] New Jersey case only." Letter to Hon. Sandra L. Townes from Sergey Kapustin, dated July 16, 2015, p. 1.

It is readily apparent from the timing of EUL's motion for injunctive relief that EUL is attempting to use the first-filed rule to prevent adjudication of the merits of the Plaintiffs' claims or cross-claims against EUL and the EUL Defendants. The Second Circuit has repeatedly expressed a "clear preference ... for cases to be adjudicated on the merits." See, e.g., Pecarsky v. Galaxiworld.com Ltd., 249 F.3d 167, 174 (2d Cir. 2001) (citing Cody v. Mello, 59 F.3d 13, 15 (2d Cir. 1995)). Since the Plaintiffs' claims in Global Auto have been dismissed and since Kapustin lacks funds to attempt to resurrect those claims, it is clear that adjudication on the merits will not occur if Plaintiffs are enjoined from pursuing their cross-claims in Akishev. It is also clear that the question of whether this forum would be more convenient than the District of New Jersey is now an entirely hypothetical inquiry, in which this Court need not engage. See E.I. Dupont de Nemours & Co. v. Invista B.V., 473 F.3d 44, 46 (2d Cir. 2006) ("The federal judicial power extends only to actual cases and controversies; federal courts are without jurisdiction to decide abstract or hypothetical questions")

To the extent that EUL is arguing that Plaintiffs and Kapustin engaged in "forum shopping" by purposely refusing to retain counsel in this action, the Court notes that Plaintiffs and Kapustin have no reason to prefer the New Jersey forum. The New Jersey litigation has not gone at all well for the Global Defendants in general, or for Kapustin in particular. On October

29, 2014, after several contempt hearings, Judge Hillman, made a preliminary finding that the Global Defendants committed at least two predicate acts of mail and wire fraud in the furtherance of a RICO enterprise through a pattern of racketeering activity conducted operating their websites (NJ Docket No.110). In addition, as noted above, Judge Hillman has not only accused Mr. Kapustin of perjuring himself and perpetrating a fraud on the court, but has also stated that he has "never seen someone so willing to lie and cheat and steal" as Kapustin.

Transcript of Aug. 31, 2015, Proof Hearing, p. 91. There is no reason to believe that Plaintiffs and Kapustin would prefer to continue litigating before Judge Hillman.

CONCLUSION

For the reasons set forth above, EUL's motion for reconsideration is denied.

SO ORDERED.

SANDRA L. TOWNES
United States District Judge

Dated: November 13, 2015 Brooklyn, New York



G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+7 (495) 721-8449

+7 (812) 336-4264

kotkacars@gmail.com

cars@globalautousa.com

Инвойс №: 67936

Дата: 11/29/2012

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка:

1 Citizens Drive

Riverside, RI 02915

Покупатель:

ФИО:

Нургазинов Кайрат

Адрес:

PΚ

kairat nura@mail.ru

тел.+77771463483

№ счёта:

6236012168

ABA:

036076150

SWIFT CODE:

CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на еmail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере 15 евро.

			· · · · · · · · · · · · · · · · · · ·	ucposit	10300	10300
	`.			deposit	10500	10500
				· ·		
1	15212	2010	Toyota Camry	4T1BE46K19U306703	12900	12900
Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма

Скидка (если предоставлена)

Издержки, взымаемые нашим банком за перевод денег

Произведена оплата

итого: 2420

5.Bce



Майкл Головеря, Президент компании G Auto Sales, Inc.

- 1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
- 2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости-автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу,
- 3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, склиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
- 4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покулатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними. банковские затраты и комиссии бнков-посредников оплачиваются покупателем.
- 6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
- Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
 Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка



G-Auto Sales, Inc. Surge of the seasons

www.GlobalAutoUSA.com www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+7 (812) 336-4264

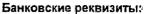
kotkacars@gmail.com

cars@globalautousa.com

2AK#Z

Инвойс №: 67936

Дата: 11/29/2012



Название банка: Citizens Bank

Адрес банка:

1 Citizen's Drive

Riverside, RI 02915

Покупатель:

ФИО:

Нургазинов Кайрат

Адрес:

PK

kairat nura@mail.ru

тел.+77771463483

№ счёта:

6236012168

ABA.

036076150

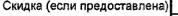
SWIFT CODE:

CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на етай адрес бухгалтерии: account@globalautouse.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере 15 eBpo.

1 1	14775	2010	T (
		2010	Toyota Camry	4T4BF3EK7AR011494	10900	10900
tea	ns T	exect to	lot 152/2	VIN# 30670	23	\$ 1290



Издержки, взымаемые нашим банком за перевод денег

Произведена оплата

итого:

10520

20



Президент компании G Auto Sales, Inc.

Рессейся 4 10520 (2168) /2/5/12

1. Предоплата со стороны Йокупателя не является окончательной покупкой автомобиля, а гарвитирует его бронирования на определенный срок, обговариваемый отдельно

 В обучие внегенес и предостать и чесеовеременьий долать поско стрымост артомобила помению с бил барь (по оставляет са побою повео еын тавить чептирычный вего на поовреч

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Базере, производения после правали ветомобили другиму елиенту

4. Завезпроирывая ветомобилы не свите воиманым. В нико Sales, ис. Пакуратоты пратверждает, что фанасомился с бравительні окрорилізныя оделки пуплинпродамы затлиобыль и согласем с нами.

брикоречио тетротии и номит сией бикари пъсредивара оппренаратор пелупаталем в Компения G. 4 истивия постарочетнуют, пелупиличник и изэточности приникорройчит продражения вез имобилей-

Росучетель должен заказать одребите пьись упостояеремые, за 5 реболик дмей е буховтерии инфинальной

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Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com



Адрес банка

Nº CHÉTO:

SWIFT CODE:

ABA:

Название банка: Citizens Bank

1 Citizens Drive

036076150

CTZIUS33

Riverside, Rt 02915

G-Auto Sales, Inc.

www.GlobalAut.aUSA.com www.GAUTOUSA.com

G Auto Sales Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721 8449

+ 7 (812) 336-4264

kotkacars@gmail.com

cars@globalautousa.com

Покупатель:

ONO:

Нургазинов Кайрат

Адрес"

PK

kairat nura@mail.ru

ten.+77771463483

Убедительная просьба ко всем клиситам. После персвода денег отправлянте подтверждение 6236012168

(Ваше имя, сумма, номер пота или поспедние 6 фифр VIN) на е-тай адрес бухгалтерии ассоипътровованиюма сот Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто Без открепления будет ваниаться штраф в размере 15 евро.

Дата 11/29/2012

Инвойс №: 67936

					Пена за ед	Сумма
	No⊤ No	Год	Марка модель	VIN		
Кол-во			Toyota Camry	411BE46K19U306703	12900	12900
1	15212	2010	Toyota Camiy			
1				1	1	
				deposit	10500	10500
				Скидка (если пре	едоставлена)	

Издержки, взымаемые нашим банком за перевод денег Произведена оплата

итого:

2420



Найка Головеря. Президент компании G Auto Sales Inc

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email, account@globalautousa com

/On the letterhead of G-Auto Sales, Inc./

Contract-Invoice

Date: 29/11/2012 Invoice No. 67936

Bank essential elements:

Buyer:

Bank name:

Citizens Bank

1 Citizens Drive

Riverside, RI 02915

Name: Address: NURGAZINOV Kairat

Republic of Kazakhstan

kairat nura@mail.ru Tel.: +7771463483

Account No.

SWIFT COD:

6236012168

ABA:

036076150 CTZIHS33 We ask all the clients: after transfer of money, send, please, confirmation (your name, sum, lot number of

the last 6 numbers of VIN) to e-mail address of the Accounting Office: Before taking of your automobile, order release—check with the Accounting Office and inform about the name of the person who will take the auto. Without such release, the penalty in the amount of 15 Euro must ne collected.

account@globalautosa.com

Q-ty	Lot No.	Year	Mark/Model	VIN	Unit price	Sum	
1	15212	2010	TOYOTA	4T1BE46K19U306703	12900	12900	
			,		1		
•		,					
İ		;		Deposit	10500	10500	
<u> </u>	Discount (if any)						
Bank commission for money transfer							
					Payment made		
	•		,		TOTAL	2420	

Michael Goloberya President of G-Auto Sales, Inc. /signature/

/Oval stamp of G-Auto Sales, Incorporated/

- 1. Advance payment of the Buyer is not the final purchase of the automobile, but guarantees its reservation for a definite term stipulated separately.
- 2. In case of advance payment and untimely payment of the full cost of the automobile, G-Auto Sales, Inc. reserves the right to sell such automobile.
- In case of termination of the contract for purchase of the automobile by the Buyer, a client gets
 credit from the company or return of money less 10% of the automobile cost. Such return is made
 after sale of the automobile to another client.
- 4. Having reserved the automobile on the website of G-Auto Sales, Inc., the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agree with them.
 - Bank commissions and commissions of bank of intermediaries are paid by he Buyer.
- 7. G-Auto Sales, Inc. guarantees legality of the origin of sold automobiles.
- 8. The client undertakes to pay for port costs and warehouse costs in Kotka City.

'Sank you for your cooperation!

If you have any questions on payment, write to email: account@globalautosa.com

CERTIFICATE OF ACCURACY

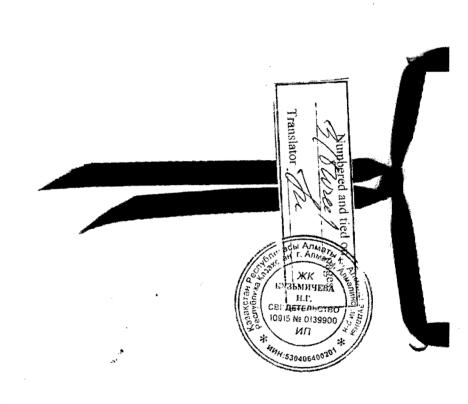
This is to certify that this is a true and correct English translation of the attached copy of the original document.

Made in the City of Almaty, Republic of Kazakhstan, on this 29th day of February. 2016.

Translator Nadezhda G. Kuzmicheva

<Round stamp of the translator: KUZMICHEVA N.G.,</p>
Individual Entrepreneur, Certificate Series 10915 No 0139900,
Almaty City, Republic of Kuzakhstan * IIN 530406400201*>









G-Auto Sales, Inc.

Договор-Инвойс

www.GlobalAutoUSA.com www.GAUTOUSA.com G Auto Sales, Inc. 150-1 Carriage Lane, Delran, NJ 08075

Дата: 10/5/2012 Инвойс №: 98324

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка:

1 Citizens Drive

Riverside, RI 02915

Покупатель:

Рзаева Ирина Владимировна

ФИО: Адрес:

Рзаева Ирина Владимировна

РФ,г.Сыктывкар,ул.Сорвачёва,д.18,кв.1

№ счёта:

SWIFT CODE:

6236012168

ABA:

036076150

CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на е-mail аррес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать вато. Без открепления будет взыматься штраф в размере 15 евро.

Кол-во	Лот №	Год	ViN	Цена за ед.	Сумма
1	15064	2011	1J4NF5FB78O282296	\$15,900	\$15,900

Издержки, взымаемые нашим банком за перевод денег

и за перевод денег \$20

Произведена оплата

итого: \$15,920



Shamp

Майкл Головеря,

Президент компании G Auto Sales, Inc.

- Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок , обговариваемый отдельно.
- 2. В случае внесенной предоплаты и несеоевременной доплаты полной стоимости автомобиля номпания G Auto Sales (по оставляет за собой право выставить неоплашенный авто на продажу
- 3. В случае расторжения договора на приобретание автомобиля, со стороны Покупателя, клиент получает кредит с компанией или возарат денежных средст за вычетом. 10% от стоимости автомобиля.
- возврат производится после продажи автомобиля другому клиенту.
 4. Зареворяпровая автомобиль на сайте компании. G Auto Sales, Inc. Покулотель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с никии.
- 5.Все банковские затраты и компесни бихов-посредников оправиваются повупателем
- 5. Компания G Auto Sales, Inc. гарантирует пагитимность в авконность происхождения продаваемых автомобилей.
- 7. Покупатель должен заказать открепительное удостоверение за 5 рабочи, дней в бухгалтерия компании

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com

On the letterhead of G-Auto Sales, Inc./

CONTRACT-INVOICE

Date:

05.10.2012

Invoice No:

98324

BANK ESSENTIAL ELEMENTS:

BUYER:

RZAEVA IRINA VLADIMIROVNA

Bankname:CitizensBank

Bank address: | Citizens Drive.

Riverside,RI 02915

Russia, Syktyvkar,

Address

18 Sorvacheva str. Apt.1

We ask all the clients: after

6236012168

036076150

SWIFT CODE:

Account No:

ABA:

CTZIUS33

transfer of money. send,please,confirmation(your name.sum,lot number of last 6 numbers of VIN)to the e-mail address of the accounting

office:

account@globalautousa.com

Before taking of your automobile, order release-check with the accounting office and Inform about the name of the person who will take the auto. Without such release the penalty in the amount of 15 Euro must be collected.

Q-ty	Lot#	Year	VIN	Unitprice	Sum
1	15064	2011	1J4NF5FB7BD282296	\$15 900	\$15 900
1					
	<u></u>				
				Discount (ifany) Bank commission for money	·
			* .	transfer	\$20

Paymentmade S15 920 Total:

/Signature/

MichaelGoloverya, President of G Auto Sales, Inc.

/Oval stamp of G-Auto, Inc./

- 1. Advance payment of the buyer is not the final purchase of the automobile, but guarantees it's reservation for the definite term stipulated separately.
- 2. In case of advance payment and untimely payment of the full cost of the automobile, G-Auto Sales Inc. reserves the right to sell such automobile.
- 3. In case of termination of the contract for purchase of the automobile by the buyer, a client gets credit from the company or return of money less 10% of the automobile cost. Such return is made after sale of the automobile to another client.
- 4. Having reserved the automobile on the web site of G-Auto Sales, Inc., the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agree with them.
- 5.Bank commissions and commissions of bank intermediaries are paid by the Buyer.
- 6. G-Auto Sales, Inc., guarantees legality of the origin of sold automobiles.
- 7. The client undertakes to pay for the port costs and warehouse costs in Kotka City

Thank you for your cooperation!	,
If you have any questions on payment, write	to email:
account@giobalautousa.com	

End of	Transi	<i>(alion</i>
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" Барбонина внатерина Инганавна _declare and state under penalty of perjury under the laws of the United States of America that the annexed English translation is a true and accurate translation of the annexed original Russian language document."

Город Сыктывкар, Республика Коми, тринадцатого апреля две тысячи шестнадцатого года.

Baptonina Franchina Rimaiaebra Bay

Город Сыктывкар, Республика Коми.

Тринадцатого апреля две тысячи шестнадцатого года.

Я, Кромкина Ксения Васильевна, нотариус Сыктывкарского нотариального округа Республики Коми, свидетельствую подлинность подписи, сделанной переводчиком с русского языка на английский язык Барбониной Екатериной Николаевной в моем присутствии. Личность ее установлена.

Зарегистрировано в реестре за № 2Г-1069.

Взыскано по тарифу: 500 руб. 00 коп. В том числе взыскано за услуги правового и технического характера: 400 руб. 00 коп.

Кромкина К.В.



150-1 Carriage Lane Delran, NJ 08075

Contract-Invoice

www.GlobalAutoUSA.com www.GAUTOUSA.com G Auto Sales, Inc.

Date 22.08.2012 Invoice No 67778

+ 7 (495) 721-8449

G-Auto Sales, Inc.

4 7 (812) 335-4284 kotkacats@gmayl.com

cars@globalautousa.com

/Bank essential elements/

Bank name Bank address

Account No

SWIFT CODE

ABA*

Citizens Bank

6236612168

036076150

CTZIU533

1 Citizens Drive

Riverside, RI 02915

Buyer:

Name Ovehinnikov igor

Address

Khanty-Mansiysk, Obskaya st. 22/7

Tel: -79028161265

olur@rambler.ru

ovigur@mail.cu

TOTAL:

We ask aff the clients: after transfer we ask at the clients; and remaind of fronce, send please, conditionally of the last 6 number of the last 6 numbers of VNI in a make address of the According Office sociousing phase sociousing phase to the control of the socious of

Detare taking of your automobes order release whock with the Accounting Office and inform about the name of the person who was rake the suro. Without such release, the pensity in the amount of 15 Euro insust be cob

Q-ty	Lot No	Year	Mark/Model	VIN	Unit prise	Sum
1	15095	2009	GMC Acadia	1GKLVNED5AJ138200	28900	28900
				Variety (Control of the Control of t		
				deposit	27500	27500
۸				D:51	count (d eny)	
				Bank commission for money transfer		20
				Payment made		



signature .

Michael Geloberva.

President of G-Auto Sales, Inc.

- 1. Advance payment of the Buyer is not the final parabase of the automobile, but guarantees as reservation for a definite term stipulation separately.

 2. In case of advance payment and unitimely payment of the full cost of the automobile. Glauto Galles, the reserves the right to self such streaments.
- 2. In case of advance payment and unlimély payment of the full cost of the outproble. Is every passen, the inverse and type in very payment and unlimely payment of the advancable by the Buyer is dient gets credit from the company or return of money less 10% of the advancable cost. Such esturn is made after sale of the advancable to another client. A playing reserved the submobile on the website of G. Auto Soles, for the disyer confirms that the is familiarized with the refer of englishments of the automobile and agree with them.
 5. Bank commissions and commissions of bank of informedianes are paid by the Buyer.
 6. Catch Sales, Inc. guarantees legality of the origin of sold automobiles.
 7. The payer should to order an absence conflictle for 5 days in the company's accounting, department.
 8. The client undertakes to pay for part coasts and warehouse costs in Kokia City.

Thank you for your cooperation!

If you have any questions on payment, write to small account@globslautesa.com

CERTIFICATE OF ACCURACY

This is to certify that this is a true and correct English translation of the attached of the original document.

"I Gulbakhor Eshmuratova declare and state under penalty of perjury under the la United States of America that the annexed English translation is a true and accurat of the annexed original Russian language document"

Made in Khanty-Mansiysk, Khanty-Mansi Autonomous okrug-Yugra, Tyumer Russian Federation, on this 05th day of May, 2016.

Translator Gulbakhor B. Eshmuratova		*	*******
Текст с русского на английский язык перевела Эшмуратова Гулбахор Бомуротовна.		Car	



G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com www.GAUTOUSA.com G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449 + 7 (812) 336-4264

kotkacars@gmail.com cars@globalautousa.com

Дата: 8/22/2012 Инвойс №: 67779

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка:

1 Citizens Drive

Riverside, RI 02915

№ счёта: ABA:

6236012168 036076150

SWIFT CODE:

CTZIUS33

Покупатель:

ФИО:

Овчинников И.Ю.

Адрес:

г. Ханты-Мансийск ул. Обская, д,22 кв.7

Телефон: +79028141265

oiur@rambler.ru

ovigur@mai

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Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере 15 евро.

Кол-во	JOT №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15095	2009	GMC Acadia	1GKLVNED6AJ138200	28900	28900
					1	
				deposit	27500	27500

Скидка (если предоставлена)

Издержки, взымаемые нашим банком за перевод денег

Произведена оплата

итого: 1420

5 Bce

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Майкл Головеря. Президент компании G Auto Sales, Inc.

- 1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
- 2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу
- 3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, склиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля.
- Возврат производится после продажи автомобиля другому клиенту. 4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки кулли-продажи автомобиля и согласен с ними. банковские затраты и комиссии бнков-посредников оплачиваются покупателем.
- Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
- 7 Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
- В. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка



G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+7 (495) 721-8449

+ 7 (812) 336-4264

kotkacars@gmail.com cars@globalautousa.com

Дата: 8/22/2012 Инвойс №: 67779

ZAMZ

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка:

1 Citizens Drive

Riverside, RI 02915

Покупатель:

ФИО:

Овчинников И.Ю.

Адрес:

г. Ханты-Мансийск ул. Обская, д.22 кв.7

Телефон: +79028141265

oiur@rambler.ru

№ счёта:

6236012168

ABA:

036076150

SWIFT CODE: CTZIUS33

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account@globalautousa.com

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Кол-во	Лот №	Год (Марка/модель		. VIN	Цена за ед.	Сумма	1
1	3179	2012	GMC Acadia		1GKKVRED7CJ311860	燃19900急	器19900億]
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Скидка (если предоставлена) 20 Издержки, взымаемые нашим банком за перевод денег Произведена оплата 19920 MTOLO:

Майкл Головеря,

Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной поку бронирование на определенный срок, обговариваемый отдельно: 2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимс оствеляет за собой право выставить неоплаченный авто на продажу.

3. В случае расторжения договора на приобретение вытомобиля со стороны Похулателя, склиент полу или возврат денежных средст за вычетом 10% от стоимости автомобиля.

Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Похупатель подтверждавт, правилами оформления сделки купли-продажи автомобиля и согласен с ними. банковские затраты и комисски биков-посредников оплачиваются покулателем.

6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.

Покупатель должен заказать открепительное удостоверение за 6 рабочих дней в бухгалтерии компании.
 Клиент обязуется оплатить портовые расходы и расходы по складу в т. Котка

Благодарим за сотрудничество!

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G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com www.GAUTOUSA.com G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+7 (495) 721-8449 + 7 (812) 336-4264

sales@globalautousa.com cars@globalautousa.com

Дата: 24/10/2012

Инвойс №: W4722

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка:

1 Citizens Drive

Riverside, RI 02915

Покупатель:

фио:

Некипелов Денис Николаевич

Адрес:

СПб пр-т Наставников 45-1-183

9112717070

nekipelov@inbox.ru

№ счёта:

6236012168

ABA:

036076150

SWIFT CODE:

CTZIUS33

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Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14653	2009	Mercedes-Benz C300	WDDGF81X49R073295	19,900	19,900
	-					•
			4.			

Скидка (если предоставлена)

Издержки, взымаемые нашим банком за перевод денег

Произведена оплата

итого:

19,920

20



Майкл Головеря, Президент компании G Auto Sales, Inc.

- 1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
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- 3. В случае расторжения договора на приобретение автомобиля, со стороны Покупателя, склиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля Возврат производится после продажи автомобиля другому клиенту
- 4 Зарезервировав автомобиль на сайте компании G Auto Sales Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
- 5. Все банковские затраты и комиссии бнков-посредников оплачиваются пркупателем
- 6 Компания G Auto Sales Inc. гарантирует легитимность и раконность происхождения продаваемых автомобилей
- 7. Клиент обязуется оплатить портовые сборы и расходы по складу в г. Котка
- 8. Похупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании



G-Auto Sales, Inc.

www.GlobalAutoUSA.com www.GAUTOUSA.com G Auto Sales, Inc.

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+7 (495) 721-8449 + 7 (812) 336-4264

sales@globalautousa.com cars@globalautousa.com

Покупатель:

Дата: 24/10/2012 Инвойс №: W4722

Банковские реквизиты:

Название банка: Citizens, Bank 1 Citizens Drive

Riverside, RI 02915

ФИО:

Некипелов Денис Николаевич

СПб пр-т Наставников 45-1-183 Адрес:

9112717070

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SWIFT CODE:

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1	14653	2009	Mercedes-Benz C300	WDDGF81X49R073295	19,900	

Скидка (если предоставлена)

Издержки, взымаемые нашим банком за перевод денег

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Произведена оплата

итого:

19,920

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Майкл Головеря,

Президент компании G Auto Sales, Inc. \$ 19900 (2168) 10/25/12

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eleased lot 14653 vint 073295 12/10/12

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK GLOBAL AUTO, INC., et al., U.S. DISTRICT COURT E.D.N.Y.

BROOKLYN OFFICE

MEMORANDUM AND ORDER

Plaintiffs,

13-CV-2479 (SLT)(RER)

-against-

MICHAEL HITRINOV, a/k/a MICHAEL KHITRINOV, et al.,

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TOWNES, United States District Judge:

In April 2013, plaintiffs Global Auto, Inc. ("Global"), G Auto Sales ("GAS") and Effect Auto Sales, Inc. ("EAS") (collectively, "Plaintiffs") – all of which are New Jersey corporations allegedly engaged in internet sales of automobiles to Europeans – commenced this maritime action against Empire United Lines, Co., Inc. ("EUL"); its principal, Michael Hitrinov a/k/a Michael Khitrinov ("Hitrinov"); and Mediterranean Shipping Company (USA), Inc. ("MSC USA") (collectively, "Defendants"), which were involved in shipping the cars to Europe. In their complaint, Plaintiffs principally allege that Defendants unlawfully seized certain automobiles owned by Plaintiffs and their customers and request, *inter alia*, the release of those vehicles. Eleven of Plaintiffs' customers (the "Applicants"), all of whom are citizens of either Russia or Kazakhstan and some of whom allegedly own one of the vehicles, now move to intervene in this action pursuant to Rules 24(a) and 24(b) of the Federal Rules of Civil Procedure. For the reasons set forth below, that motion is denied.

BACKGROUND

Unless otherwise indicated, the following facts are drawn from the Plaintiffs' complaint in this action (the "Complaint") and are not in dispute. Plaintiffs are engaged in the business of

selling automobiles via the internet to individuals residing in countries comprising the Commonwealth of Independent States ("CIS"). EUL, a New York corporation with its principal place of business in Brooklyn, is a Non-Vessel Operating Common Carrier ("NVOCC") licensed by, and subject to regulation by, the Federal Maritime Commission. MSC USA is the United States agent for Mediterranean Shipping Company S.A. ("MSC"), a shipping company. EUL and MSC have entered into a "Service Agreement," which obligates EUL to ship, and MSC to carry, a certain minimum volume of freight over a set period at a set rate.

Between March 2010 and December 2012, Plaintiffs utilized the services of EUL (and, by virtue of the Service Agreement, the services of MSC) in shipping cars to Europe. Some of those cars were owned by Plaintiffs, but others "had already been paid for, in whole or in part[,] by Plaintiffs' clients." Complaint, ¶ 34. The cars were delivered to EUL's facilities in Elizabeth, New Jersey, loaded into shipping containers, and shipped via MSC vessels to Finland. There, the cars were unloaded and stored in a warehouse owned by Carcont, Ltd. – an entity which, Plaintiffs allege on information and belief, is wholly owned by Hitrinov. *Id.*, ¶ 44.

In addition to providing these shipping services, EUL helped to finance Plaintiffs' purchase of cars, loaning one or more of Plaintiffs or Plaintiffs' principals thousands of dollars. The parties to this action agree on how much was loaned (\$450,120.00); exactly when the loans were extended (five dates beginning on Sept. 20, 2010, and ending with two loans on Dec. 13, 2011); and the interest rate (18% annually or 1½% per month). However, the parties disagree as to whom the loans were made. Plaintiffs maintain that Global alone borrowed the money, while Hitrinov claims that the loan was made to one Sergey Kapustin, and that Kapustin and his wife, Irina, control all three of the Plaintiffs.

Sometime in the fourth quarter of 2012, the parties' relationship soured for reasons which remain in dispute. EUL demanded that Plaintiffs immediately re-pay the loans and seized the cars that were still in their possession. *Id.*, ¶ 58, 60-61. Plaintiffs allege that at or about the time of this seizure, Carcont's warehouse contained a total of 43 cars which had been shipped to Finland by Plaintiffs: 37 shipped by EAS, 5 shipped by Global, and 1 shipped by GAS. *Id.*, ¶ 51, 54, 56. In addition, Plaintiffs allege that EUL's Elizabeth warehouse contained another 20 cars owned by EAS. *Id.*, ¶ 52. All of the vehicles are specifically described in Exhibits C-1, C-2 and C-3 (collectively, "Exhibit C") to the Complaint.

Plaintiffs' Complaint and Motion for Preliminary Injunctive Relief

In late April 2013, Plaintiffs commenced this action. Although the Complaint principally alleges federal question jurisdiction – stating that this action is brought pursuant to the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. § 30701; the Shipping Act of 1984, 46 U.S.C. § 40101, et seq.; and "the court's original jurisdiction in maritime matters," Complaint, ¶ 16 – the Complaint also alleges that this Court has diversity jurisdiction because Defendants are New York entities, while all three Plaintiffs reside in New Jersey. The Complaint seeks not only compensatory and punitive damages, but also "[i]njunctive relief... including but not limited to an order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners...," Complaint at 23.

On May 6, 2013, Plaintiffs moved for a temporary restraining order and preliminary injunction, seeking a mandatory injunction directing Defendants to release, or cause the storage facilities having possession of the cars to release, the automobiles listed in Exhibit C to the Complaint. In support of their motion, Plaintiffs filed three nearly identical declarations: one

from Irina Kapustina, allegedly the President of EAS; one from Sergey Kapustin, allegedly the President of Global; and one from Mikhail Goloverya, allegedly the President of GAS. All three declarations state that, on various dates between March 2010 and December 2012, the declarant entered into multiple separate contracts with EUL to ship vehicles to Finland. At the time the vehicles were delivered to EUL, the vehicles had already been "pre-sold to customers overseas." Kapustina Dec., ¶ 6; Kapustin Dec., ¶ 6; Goloverya Dec., ¶ 6. The contracts of sale for the vehicles provided that if Plaintiffs failed to make delivery within a reasonable time, customers could cancel their contracts and receive a refund of the purchase price. Kapustina Dec., ¶ 7; Kapustin Dec., ¶ 7; Goloverya Dec., ¶ 7. Some of those contracts also provided that the Plaintiff would pay a penalty for non-performance. *Id*.

Each of the declarations states that "most" of the overseas customers "pre-paid the purchase prices of their respective vehicles" in advance of delivery. Kapustina Dec., ¶ 6; Kapustin Dec., ¶ 6; Goloverya Dec., ¶ 6. However, those same declarations state that EUL and Hitrinov have contacted Plaintiffs' customers and offered to sell them the vehicles "at a radical discount." Kapustina Dec., ¶ 16; Kapustin Dec., ¶ 16; Goloverya Dec., ¶ 14. According to the declarations, these offers were made with the expectation that any amounts recovered would be applied to repaying debts owed to EUL by Plaintiffs. *Id*.

In a declaration included in Defendants' response to Plaintiffs' motion for injunctive relief, Hitrinov denies having contacted any of Plaintiffs' customers. Declaration of Michael Hitrinov, dated May 23, 2013 (the "Hitrinov Declaration"), ¶ 40. However, Hitrinov admits to having directed that Plaintiffs' vehicles be removed from Carcont's facilities in Finland and "sold to third party buyers to satisfy [P]laintiffs' indebtedness to EUL." *Id.* Hitrinov further

states that as of May 23, 2013, all but two of these vehicles had been sold to buyers in CIS countries. *Id.* Hitrinov does not specifically identify the two remaining vehicles. In addition, Hitrinov states that EUL's Elizabeth warehouse still contains 16 vehicles owned by Plaintiffs, but that EUL does not have title documents for any of these vehicles. *Id.*, ¶ 42. Hitrinov's declaration does not identify any of these vehicles.

At a hearing on June 4, 2013, this Court denied Plaintiffs' motion for injunctive relief.

Although this Court's order to show cause dated May 8, 2013, directed Plaintiffs to serve

Defendants with the papers on which Plaintiffs' motion for preliminary injunctive relief was based, Plaintiffs have not filed any proof of service indicating that the Complaint has been served on Defendants. Defendants have not yet answered or otherwise responded to the Complaint.

The Motion to Intervene

In papers originally filed on June 28, 2013, and amended on July 17, 2013, Applicants move to intervene in this action pursuant to Rules 24(a) and 24(b) of the Federal Rules of Civil Procedure. Eight of the Applicants – Ardak Akishev, Zhandos Aliakparov, Alexey Batalov, Evgeniy Kondratuk, Eduard Lisitsin, Viktor Maniashin, Yuriy Yamkoviy and Alla Yamkovaya – are represented by a New Jersey attorney, Anna V. Brown. The three other Applicants – Igor Glazunov, Irina Glazunova and Mikhail Matveev – are represented by a Minnesota attorney, Nadia Wood.¹

According to a memorandum of law which Ms. Brown and Ms. Wood jointly filed in support of their motion, Applicants are eleven of "hundreds, if not thousands" of victims of a

¹ Although neither Ms. Brown nor Ms. Wood are admitted to practice in the United States District Court for the Eastern District of New York, both have been granted permission to proceed before this Court *pro hac vice*.

fraudulent scheme hatched by Sergey Kapustin and his wife, Irina Kapustina (collectively, the "Kapustins"). Amended Memorandum of Law in Support of Motion to Intervene ("Applicants' Memo") at 1-2. That scheme allegedly involves using "slick Internet websites" to advertise cars which are purported to be "new" or in "good condition" at "just slightly under the market value," thereby inducing unwitting customers to wire money to the Kapustins in order to "purchase" one of the cars. *Id.* However, according to the Applicants' Memo, most of the customers never receive a vehicle or a refund, while a few receive flooded or salvaged vehicles. *Id.* at 2.

All eleven of the Applicants are alleged to have wired money to the Kapustins, but to have received no vehicles. *Id.* Six of the eleven Applicants – Kondratuk, Lisitsin, Maniashin, Matveev, Yamkoviy and his wife, Yamkovaya – are specifically alleged to have purchased one of the automobiles listed in Exhibit C to the Complaint. *Id.* at 5-6. The body of the Applicants' Memo does not specifically mention the other five Applicants, much less allege that they have cognizable property interests in the specific cars discussed in Exhibit C to the Complaint. *Id.* at 2.

Along with Applicants' Memo, Applicants have submitted a 68-page proposed pleading, entitled "Intervenors' Complaint." That proposed pleading does not discuss any of the claims raised in the Complaint, much less identify claims for which intervention is sought. Rather, it is in the nature of a cross-claim against Plaintiffs, setting forth 16 causes of action which Applicants propose to bring against Plaintiffs, the Kapustins, Goloverya, and three other individuals allegedly affiliated with Plaintiffs. Unlike the Complaint, the proposed pleading does request a mandatory injunction directing Plaintiffs to relinquish the vehicles, but requests "equitable relief requiring [Plaintiffs to] disgorge and pay back all sums they have collected from [Applicants]." Intervenors' Complaint at 67.

In their opposition to the motion to intervene, Plaintiffs have submitted an affidavit from Sergey Kapustin, who purports to be the President of Global. In that affidavit, Kapustin confirms that Kondratuk, Lisitsin, Maniashin, Matveev, Yamkoviy have all purchased specific vehicles from Global, and that all but one of the cars were shipped via EUL to Carcont's warehouse in Finland. Affidavit of Sergey Kapustin, dated Aug. 12, 2013 ("Kapustin Affidavit"), ¶ 23. Matveev's car was never shipped and, according to Kapustin, remains in EUL's warehouse in Elizabeth. *Id.*, ¶ 23(F).

According to Kapustin, Batalov also purchased a specific automobile from Global, which was shipped via EUL to Carcont's warehouse in Finland. *Id.*, ¶ 23(C). Another Applicant, Akishev, purchased a specific vehicle but subsequently cancelled his purchase and entered into a repayment agreement, in which Global agreed to refund the purchase price in installments. *Id.*, ¶ 23(G). Yet another Applicant, Glazunov, placed an order for a specific automobile which was never procured, allegedly because of delays in the transfer of funds to Global. *Id.*, ¶ 23(H). Kapustin claims that he has offered to refund the full purchase price to Glazunov, but that the offer was refused by Wood, who is demanding both the purchase price and attorneys' fees. *Id.*

The Kapustin Affidavit does not specifically mention the remaining three Applicants: Aliakparov, Yamkovaya and Glazunova. However, the affidavit specifically alleges that Global has purchased "vehicles at issue" for all of the Applicants except Akishev and Glazunov, and that these vehicles were either shipped to the Carcont warehouse in Finland or remain in EUL's warehouse in Elizabeth. *Id.*, ¶ 22. Kapustin claims that he has requested "[a]n accounting of status and location of these vehicles" on several occasions, but that none has been provided. *Id.*, ¶ 24.

Although Plaintiffs do not contest the timeliness of Applicants' motion and tacitly admit that most of the Applicants have a property interest in the vehicles at issue in this case, Plaintiffs oppose the motion to intervene on two grounds. First, Plaintiffs' Memorandum of Law in Opposition to the Motion to Intervene ("Plaintiffs' Memo") asserts in a point heading that "Applicants' rights will not be impaired as a result of this action." Plaintiffs' Memo at 4. However, the text below that point heading contains no analysis of whether disposition of this action may, as a practical matter, impair or impede the Applicants' ability to protect their interests.

Second, Plaintiffs argue that Applicants' motion fails to "explain why Plaintiffs will not adequately represent Applicants' interests in this litigation." *Id.* at 5. Plaintiffs argue that Applicants "offer no reason why Plaintiffs would not vigorously pursue" the claims against Defendants, apart from "the unsubstantiated accusation that Plaintiffs run a fraudulent scheme, not a legitimate business operation." *Id.* (internal quotations omitted). In addition, Plaintiffs argue that permissive intervention is unwarranted, asserting that Applicants and Plaintiffs have "identical objectives" in this action and that Applicants will "inundate the Court with needless paper and argument." *Id.* at 5-6.

In their Reply Memorandum of Law in Support of the Motion to Intervene (the "Reply Memo"), Applicants acknowledge that "where the parties share the same ultimate objective," there is "a presumption that a party already in action will adequately represent intervenor's interests." Reply Memo at 2 (citing *Butler, Fitzgerald & Potter v. Sequa Corp.*, 250 F.3d 171, 180 (2d Cir. 2001)). However, Applicants argue that Plaintiffs do not share their "ultimate objective" because Plaintiffs seek only to recover the vehicles seized by Defendants, while

Applicants seek to recover "treble damages and attorneys' fees" from Plaintiffs, not the Defendants. *Id.* at 2-3. In addition, Applicants argue that, even if there were a presumption that Plaintiffs would adequately represent Applicants' interests, that presumption would be overcome because Applicants are "actively trying to sue" Plaintiffs, "coupled with possible collusion of interests between [Plaintiffs and Defendants], as well as baffling incompetency of counsel for [Plaintiffs]." *Id.* at 3.

DISCUSSION"

Rule 24 of the Federal Rules of Civil Procedure, which governs intervention in federal actions, distinguishes between two kinds of intervention: Intervention of Right, which is addressed in Rule 24(a), and Permissive Intervention, which is addressed in Rule 24(b). In this case, Applicants move to intervene pursuant to both Rule 24(a) and 24(b). Since the law relating to the two kinds of intervention is different, this Court will begin by addressing Intervention of Right.

Intervention of Right

Rule 24(a) provides:

On timely motion, the court must permit anyone to intervene who: (1) is given an unconditional right to intervene by a federal statute; or (2) claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the Applicant's ability to protect its interest, unless existing parties adequately represent that interest.

Applicants do not assert that there exists a federal statute which gives them an unconditional right to intervene in this case, but argue that they have a right to intervene under Rule 24(a)(2).

Under Rule 24(a)(2), a court must permit an applicant to intervene when: "(1) the motion is timely; (2) the applicant asserts an interest relating to the property or transaction that is the subject of the action; (3) the applicant is so situated that without intervention, disposition of the action may, as a practical matter, impair or impede the applicant's ability to protect its interest; and (4) the applicant's interest is not adequately represented by the other parties." MasterCard Int'l Inc. v. Visa Int'l Serv. Ass'n, Inc., 471 F.3d 377, 389 (2d Cir. 2006). "All four parts of the test must be satisfied to qualify for intervention as of right." Wash. Elec. Coop., Inc. v. Mass. Mun. Wholesale Elec. Co., 922 F.2d 92, 96 (2d Cir. 1990). Moreover, in this Circuit, the burden of persuasion rests entirely on the applicant, who must "(1) timely file an application, (2) show an interest in the action, (3) demonstrate that the interest may be impaired by the disposition of the action, and (4) show that the interest is not protected adequately by the parties to the action." Brennan v. N.Y.C. Bd. of Educ., 260 F.3d 123, 128-29 (2d Cir. 2001) (quoting New York News, Inc. v. Kheel, 972 F.2d 482, 485 (2d Cir. 1992)).

In this case, Plaintiffs essentially concede that Applicants have met their burden with respect to the first three parts of the four-part test. Plaintiffs do not contest the timeliness of Applicants' motion to intervene. Plaintiffs also admit that most of the Applicants have a property interest in the vehicles at issue in this case, even though there is (1) evidence that

² Some Circuit Courts of Appeals and commentators have interpreted the 1966 amendments to Rule 24(a)(2) – which, *inter alia*, replaced language requiring an applicant to show that the representation of the existing parties "is or may be inadequate" with language permitting intervention "unless existing parties adequately represent" the intervenor's interests – as shifting the burden of persuasion on the fourth element to the opponents of intervention. *See* 7C Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, Fed. Practice & Procedure § 1909 (3d ed. 2007), and cases cited in footnote 6 therein. The Second Circuit, however, has expressly held that "[u]nder Rule 24(a)(2) the purported intervenor must show that its interest is not adequately represented." *United States v. Pitney Bowes, Inc.*, 25 F.3d 66, 70 (2d Cir. 1994).

Akishev, who initially purchased a specific vehicle from Global, subsequently cancelled his purchase; (2) evidence that Glazunov's order for a specific automobile was never filled; and (3) no evidence that Aliakparov, Yamkovaya or Glazunova ever owned one of the cars at issue.

Plaintiffs' Memo does contain a point heading which asserts that "Applicants' rights will not be impaired as a result of this action." Plaintiffs' Memo at 4. However, the text below that point heading contains no analysis of whether disposition of this action may, as a practical matter, impair or impede the Applicants' ability to protect their interests. Although there is evidence that Hitrinov has already sold all but two of the cars which were shipped to Finland, Plaintiffs make no effort to demonstrate that Applicants' vehicles were among the cars already sold. In the absence of any argument on this point, this Court will assume for purposes of this memorandum and order that Applicants can demonstrate that their interests may be impaired by the disposition of this action and will proceed to the one issue that Plaintiffs contest: whether Applicants have met their burden of showing that their interests are not protected adequately by the parties to the action.

The Adequacy of Plaintiffs' Representation

"[T]he burden to demonstrate inadequacy of representation is generally speaking 'minimal." Butler, Fitzgerald & Potter v. Sequa Corp., 250 F.3d 171, 179 (2d Cir. 2001) (quoting Trbovich v. United Mine Workers, 404 U.S. 528, 538 n. 10 (1972)). However, the Second Circuit has required a "more rigorous showing of inadequacy in cases where the putative intervenor and a named party have the same ultimate objective." Id. at 179 (citing Wash. Elec. Coop., 922 F.2d at 98). Under such circumstances, "the movant to intervene must rebut the presumption of adequate representation by the party already in the action." Id. at 179-80; see U.S.

Postal Svc. v. Brennan, 579 F.2d 188, 191 (2d Cir. 1978) ("The applicant must at least overcome the presumption of adequate representation that arises when it has the same ultimate objective as a party to the existing suit.").

There is no "hard-and-fast rule of what form of showing must be made to rebut a presumption of adequate representation." *Id.* at 180. The Second Circuit has expressed general agreement with other courts which have held "that evidence of collusion, adversity of interest, nonfeasance, or incompetence may suffice to overcome the presumption of adequacy." *Id.* (citing *United States v. Int'l Bus. Machs. Corp.*, 62 F.R.D. 530, 538 (S.D.N.Y. 1974), and *Daggett v. Comm'n on Governmental Ethics & Election Practices*, 172 F.3d 104, 111 (1st Cir. 1999)).

However, the Second Circuit has also made it clear that the presumption cannot be overcome merely by showing that the putative intervenor has a different motive than any of the parties already in the action. For example, in *Washington Electric Cooperative, Inc. v. Massachusetts Municipal Wholesale Electric Co.*, *supra*, the Vermont Department of Public Service, a state agency involved in supervising and regulating electrical cooperatives, sought to intervene in an action brought by one of those cooperatives to recoup amounts paid to an electrical wholesaler under a void sales agreement. The district court denied the motion to intervene. On appeal, the Second Circuit affirmed that decision, stating:

[Plaintiff] and [putative intervenor] may have differing motives for recovering the money paid to [defendant]; the former wants the money back for itself, while the latter wants to assure that money due consumers is returned to them. However, a putative intervenor's interest is not inadequately represented merely because its motive to litigate is different from that of a party to the action.

Wash. Elec. Coop., 922 F.2d at 98 (bracketed material added).

In this case, Plaintiffs and Applicants may have different motives, but they have the same objective. They both seek to force Defendants to release, or otherwise compensate them for, the cars listed in Exhibit C of the Complaint. Indeed, the Complaint expressly seeks injunctive relief "including but not limited to an order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners." Complaint at 23. The Complaint further alleges that some of the vehicles shipped to Finland "had already been paid for, in whole or in part[,] by Plaintiffs' clients," and that Plaintiff has a "contractual obligation to ensure that the automobiles [are] ... released to Plaintiffs' clients." Complaint at ¶ 34. While Plaintiffs' pleading does not state which of the vehicles listed in Exhibit C of the Complaint are owned by their clients, Global's President provides those specifics in his affidavit in opposition to the instant motion. See Kapustin Affidavit, ¶ 23. Indeed, Kapustin not only confirms Applicants' claims that Kondratuk, Lisitsin, Maniashin, Matveev, Yamkoviy have all purchased specific vehicles from Global, id., but volunteers that another car, which was not even mentioned in Applicants' Memo, is owned by Batalov. Id. at ¶ 23(C).

In arguing that Plaintiffs do not share their "ultimate objective," Applicants look beyond the claims currently at bar to the cross-claims they plan to file if permitted to intervene in this action. Applicants concede that Plaintiffs seek to recover from Defendants "for what they allege was illegal seizure of vehicles." Reply Memo at 2. However, Applicants claim that their objective is to recover from Plaintiffs, not from Defendants, "treble damages and attorneys' fees for violations of New Jersey consumer protection laws." *Id.* at 3.

While that may well be Applicants' objective in the cross-claims they intend to file, that objective is irrelevant to the intervention analysis. For purposes of Rule 24(a)(2), the question is

whether Plaintiffs and Applicants have the same objective in the action currently before this Court. Since this Court finds that they do, Plaintiffs are presumed to adequately represent Applicants' interests.

To be sure, "evidence of collusion, adversity of interest, nonfeasance, or incompetence may suffice to overcome the presumption of adequacy." *Butler, Fitzgerald & Potter*, 250 F.3d at 180. However, Applicants provide no such evidence. Rather, Applicants claim that Plaintiffs may have adverse interests because Applicants are "actively trying to sue" Plaintiffs; speculate that loans from Defendants to one or more of the Plaintiffs suggests "possible collusion of interests between [Plaintiffs and Defendants]" and accuse Plaintiffs' counsel of "baffling incompetency." Reply Memo at 3.

Even if Applicants' speculation and ad hominem attacks could suffice to establish adversity of interest, collusion or incompetence, Applicants' arguments would be unpersuasive. First, Plaintiffs interests in this action are not rendered adverse to Applicants by the fact that Applicants intend to sue Plaintiffs. Indeed, the Complaint suggests that Plaintiffs' exposure to contractual claims from Applicants and other dissatisfied customers is one of the principal reasons for commencing this action. Second, in light of the deterioration of the business relationship between Plaintiffs and Defendants, there is no reason to suspect that Plaintiffs will collude with Defendants to the Applicants' detriment. Third, Plaintiffs' counsel's performance in this litigation to date cannot fairly be characterized as incompetent. Accordingly, this Court concludes that Applicants have not overcome the presumption that Plaintiffs will adequately represent their interests and are not entitled to intervention as a matter of right.

Permissive Intervention

In addition to seeking intervention of right, Applicants also move for permissive intervention pursuant to Fed. R. Civ. P. 24(b)(1). That rule provides that "[o]n timely motion, the court may permit anyone to intervene who (A) is given a conditional right to intervene by a federal statute; or (B) has a claim or defense that shares with the main action a common question of law or fact." Permissive intervention is wholly discretionary with the trial court. H.L. Hayden Co. of New York, Inc. v. Siemens Med. Sys., Inc., 797 F.2d 85, 89 (2d Cir. 1986) (citing Brennan, 579 F.2d at 191). In exercising its discretion, the trial court "must consider whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights." Fed. R. Civ. P. 24(b)(3). However, the trial court may also consider other relevant factors, which "include the nature and extent of the intervenors' interests,' the degree to which those interests are 'adequately represented by other parties,' and 'whether parties seeking intervention will significantly contribute to full development of the underlying factual issues in the suit and to the just and equitable adjudication of the legal questions presented." H.L. Hayden Co., 797 F.2d at 89 (quoting Spangler v. Pasadena City Bd. of Educ., 552 F.2d 1326, 1329 (9th Cir.1977)).

In the case, the relevant factors strongly militate against permitting intervention. First, intervention by Applicants will delay adjudication of the original parties' rights. The Complaint pertains primarily to a maritime dispute between Plaintiffs and Defendants. Judging from Defendants' response to the Plaintiffs' motion for preliminary injunctive relief, the instant action may also involve questions of whether Defendants had a security interest in automobiles purchased by Plaintiffs, in whole or in part, with funds loaned to them by Defendants. However, Applicants' proposed pleading – which accompanied the motion to intervene, as required by Fed.

R. Civ. P. 24(c) – focuses primarily on dealings between Plaintiffs and their customers, including Applicants. Although the claims Applicants seek to litigate may touch on some of the same questions facts as the main action, most of the facts and claims alleged in Applicants' proposed pleading have, at most, marginal relevance to the claims and defenses raised in this action. Litigating Applicants' claims will undoubtedly delay resolution of Plaintiffs' claims.

Second, Applicants' interest in the main action is very limited. As discussed above at pp. 3-4, ante, Plaintiffs' motion for preliminary injunctive relief sought the release of cars located in Defendants' warehouses in Elizabeth and Finland. Although a few of those cars may have been sold to some of the Applicants, Applicants' proposed pleading does not even request the release of these cars. Rather, the ad damnum clause of Applicants' proposed pleading requests "equitable relief requiring [Plaintiffs to] disgorge and pay back all sums they have collected from [Applicants]." Intervenors' Complaint at 67. Morever, even if Applicants were interested in joining in Plaintiffs' attempts to regain possession of their cars from Defendants, Applicants' interests are adequately represented by Plaintiffs for the reasons discussed above in connection with Applicants' motion to intervene as of right. See pp. 11-14, ante.

Third, Applicants will not contribute to full development of the underlying factual issues in the main action and to the just and equitable adjudication of the legal questions presented therein. As noted above, Applicants seek to re-focus this litigation away from issues concerning the relationship between Plaintiffs and Defendants and onto issues relating to Plaintiffs' dealings with its customers. Applicants have no knowledge of the facts central to the main action, or any interest in resolving the legal issues raised in this action. Furthermore, the defendants named in Applicant's proposed pleading reside in districts outside of the Eastern District of New York, and

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none of the acts attributed to those defendants took place in this district. Indeed, if Applicants

proposed pleading were filed as a separate action, this Court would not be the proper venue. See

28 U.S.C. § 1391(b).

CONCLUSION

For the reasons set forth above, the motion to intervene in this action pursuant to Rules

24(a) and 24(b) of the Federal Rules of Civil Procedure is denied. Nothing herein precludes the

Applicants from filing the proposed pleading attached to their Amended Memorandum of Law in

Support of Motion to Intervene as the complaint in a separate action. However, Applicants

should not commence an action in this Court without first considering whether this Court is a

proper venue for such an action.

SO ORDERED.

SANDRA L. TOWNES United States District Judge

Dated: November 5, 2013 Brooklyn, New York

17

U.S. CUSTOMS AND BORDER PROTECTION FIELD OPERATIONS, NEW YORK

NEW YORK/NEWARK AREA

INS-EAD:N:SOD PP

INFORMATIONAL PIPELINE NO. 08-012-NWK

TO:

All Exporters, Freight Forwarders, Carriers, Terminal Operators

and Others Concerned

SUBJECT:

Revised Procedures for Exporting Used Vehicles

DATE:

JUN 8 0 2008

REFERENCE

New York/Newark Area Informational Pipeline No. 99-90 (New Requirements and Procedures for Exporting Used Vehicles -dated 06/01/1999) New York/Newark Area Informational Pipeline No. 05-05 (New Requirements and Procedures for Exporting Used Vehicles -dated 04/20/2005)

Purpose

To provide information concerning revised local operational procedures and policies relating to the exportation of used vehicles.

Background

On May 6, 1999, revised Customs Regulations governing the export of used vehicles went into effect. On June 1, 1999, U.S. Customs issued the above referenced Informational Pipeline that delineated requirements and operating procedures for exporting used vehicles. In response to the primary national security mission of Customs and Border Protection (CBP), the New York/Newark Area realigned legacy Customs inspection teams and priorities. These changes mandated the revision of current export vehicle operating procedures and policies in the seaport area.

With the recent volume increase of vehicle exports, CBP has revised several procedures presented in Informational Pipeline No. 05-05.

Action

The following changes to the New York/Newark Area procedures relating to the exportation of used vehicles are effective immediately:

 All required documentation must be presented to CBP at least 72 hours prior to export, not including weekends and Federal holidays.

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT

- Required documentation consists of the original certificate of title, a duplicate of the certificate of title (front and back) and a dock receipt, bill of lading or Intent to Export form, which must contain identifying vehicle information and endorsement by the export carrier which indicates the carrier's receipt and possession of the vehicle.
- Dock Receipts must not be altered in any way. Original Pier/Date stamps, VIN Numbers and Shipper/Consignce information must be legible and complete.
- All Terminals must stamp the Dock Receipt with a stamp which includes date and terminal location. Only one stamp format is to be utilized by each exporting carrier terminal location. CBP is in the process of acquiring copies of stamp formats from each export carrier terminal. Before a carrier changes its stamp format, an example must be submitted to the CBP export vehicle desk at 1210 Corbin Street. Pon Elizabeth.
- The vehicle must be delivered to the exporting carrier prior to presentation of documents to CBP.
- The vehicle must be "held on dock" for a minimum of 72 hours after the carrier terminal
 accepts the vehicle, and export documents are presented to CBP. This timeframe does
 not include weekends or Federal holidays. The only exception to this timeline is when
 CBP processes and returns export documentation prior to the 72 hours.
- Documents will be processed on a first-in, first-out basis.
- CBP will no longer provide a stamped "release" for export vehicles, nor will CBP require vehicles to be "held on dock" awaiting such a release, past the 72 hour requirement. With no action or notification by CBP, vehicles may be loaded for export 72 hours after proper and compliant documents have been presented to the CBP Vehicle Export Desk at 1210 Corbin Street, Port Elizabeth.
- Under the provisions of 19USC1436, the vessel master is responsible for presenting a true manifest, and may be penalized if the subject vehicles are not detailed or otherwise accurately described on export manifest.
- When CBP designates vehicles for VACIS and/or physical inspection, CBP will utilize a standard, hardcopy "CBP Export Notification Document," issued to the export earrier, according to established local procedures.
- All containers scanned at a fixed base VACIS site, and subsequently designated for an
 enforcement examination, must be examined at the exam facility on that site.
- If for any reason the title or related paperwork is rejected by CBP, it is the shipper/forwarder's responsibility to notify the carrier to defer vehicle export until approved by CBP.

Documentation presented for export of a used vehicle will be processed Monday through Friday from 8 am to 3:45 pm at the Vehicle Export Desk located on the 3rd floor of 1210 Corbin Street, __ Elizabeth, New Jersey.

Additional information is available on the CBP Website at www.CBP.gov. Vehicle exports are detailed on the website in the Trade section's "Basic Importing and Exporting" category, under Export Documents, Licenses and Requirements

(http://www.cbp.gov/xp/cgov/trade/basic_trade/export_docs/). You may also contact the Assistant Area Director, Seaport Operations at (201) 443-0200.

sul -

Adele Fasano Area Director New York / Newark

Dist: CMC-3, CMC-16

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT



Tulli/Esikunta Oikeudelliset asiat

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ASIAKIRJAPYYNTÖ / OY CARCONT LTD:n VARASTOTARKASTUS

OTM Matti Laiho (jälj, pyytäjä) on pyytänyt Tullilta asiakirjoja, jotka liittyvät Oy CarCont Ltd:n tiloissa maalis-huhtikuussa 2013 tehtyyn varastotarkastukseen ja jolsta on nähtävissä, mitkä ajoneuvot ovat olleet tarkastushetkellä tullivarastossa ja mitkä eivät. Tietoa on pyydetty myös siitä, kenelle ajoneuvot on luovutettu ja milloin tämä on tapahtunut.

Pyytäjä edustaa Yhdysvaltoihin rekisteröityjä Global Auto Inc-, G Auto Sales Inc- ja Effect Auto Sales Inc- nimisiä yrityksiä, jotka ovat myyneet Yhdysvalloista ajoneuvoja Venäjälle ja sen lähialueille. Myytyjä sekä kaupan olevia ajoneuvoja on lähetetty meriteitse Suomeen ja niitä on säilytetty tullivarastossa Kotkassa. Varastonpitäjänä on ollut Oy CarCont Ltd -niminen yritys. Pyytäjän kertoman mukaan varastossa olleita ajoneuvoja olisi luovutettu väärin perustein muille kuin myyjän osoittamille henkilöille. Tullille on toimitettu erillinen luettelo näistä ajoneuvoista.

Kotkan tullista on keväällä 2013 ilmoitettu pyytäjälle, että Oy CarCont Ltd:n tiloihin tehdyssä varastotarkastuksessa oli havaittu, että osa luettelossa mainituista ajoneuvoista oli poistunut tullivarastosta tullisäädösten mukaisesti ja osa niistä oli yhä siellä.

Tullin tarkastusyksikkö on ilmoittanut 4.9.2013 päivätyssä vastauksessaan pyytäjälle, että puheena olevaan varastotarkastukseen liittyviä asiakirjoja ei voida luovuttaa. Ratkaisu oli perustunut tullilain (1466/1994) 25.1 §:ään ja siihen, että pyytäjän ei oltu voitu katsoa olevan sellaisessa asemassa, että tämä voisi saada Tullilta toisen liiketoimintaa koskevia – ja sellaisena siis salassapidettäviä - tietoja.

Viimeisin pyytäjän asiakirjapyyntö on saatettu Tullin esikunnan oikeudelliset asiat -toimintayksikön käsiteltäväksi. Siinä pyytäjä on vedonnut asianosaisaseman tueksi erinäisiin tosiseikkoihin. Asian käsittelyn tässä vaiheessa Tullille on esitetty uutena selvityksenä muun muassa pyytäjän päämiesten Yhdysvalioissa nostama siviilikanne No. CV13-2479 sekä kauppalaskuja, jotka osoittavat, että sanotut yritykset ovat ostaneet Yhdysvaltain markkinoilta edellä mainitussa luettelossa mainittuja ajoneuvoja jälleenmyytäviksi sekä kauppalaskuja, jotka osoittavat, että samaisia autoja on myyty luettelossa mainituille henkilöille Venäjälle tai sen lähialueille.

Oikeudelliset asiat on ollut asian selvittämiseksi yhteydessä myös Kymenlaakson poliisilaitokseen ja saanut sitä kautta haltuunsa luettelossa mainittujen ostajien tekemiä tutkintailmoituksia, Global Auton tekemän oman tutkintailmoituksen sekä tietoa asian käsittelystä Poliisissa.

Kaiken asiassa saadun selvityksen ja muutoin kertyneen tiedon perusteella Tullin oikeudelliset asiat katsoo, että pyytäjän edustamia yrityksiä voidaan pitää pyydettyjen tietojen suhteen asianosaisina. Näin ollen Tulli luovuttaa pyytäjälle oheisen listan, joka on laadittu Oy CarCont Ltd:n varastotarkastuksen yhteydessä ja josta käy ilmi muun muassa kunkin ajoneuvon vastaanottaja, lähtöpäivä ja asiakirja, jolla ajoneuvo on lähtenyt.

Listan sisältöön liittyen oikeudelliset asiat haluaa korostaa sitä, että kohdassa "vastaanottaja/CMR" mainittu henkilö tai yritys ei välttämättä ole se taho, jolle ajoneuvo on kussakin tapauksessa lopullisesti päätynyt. Tieto on peräisin kansainvälisestä CMR-rahtikirjasta ja joissakin yksittäisissä tapauksissa yleisilmoituksesta. Tullilla ei ole tietoa siitä, kuka on laatinut rahtikirjan tai ilmoittanut sitä varten tiedon vastaanottajasta.

Lopuksi oikeudelliset asiat toteaa, että viranomaisten toiminnan julkisuudesta annetun lain (621/1999) 23.2 §:n mukaan asianosainen, hänen edustajansa tai avustajansa ei saa ilmaista sivullisille asianosaisaseman perusteella saatuja salassa pidettäviä tietoja, jotka koskevat muita kuin asianosaista itseään.

TULLI

Oikeudelliset asiat

Antti Rantanen

Lakimies

LIITE

Varastotarkastuksen yhteydessä laadittu lista Oy CarCont Ltd:n varastossa olleista autoista yksilöintitietoineen

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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

Harlan Greenberg, Esq. (HG 0295)
Law Offices of Harlan Greenberg
20 Vesey Street, Suite 1406
New York, New York 10007
212-964-0503 (office)
212-964-0009 (fax)
harlangesq@comcast.net
Attorney for Plaintiff
Global Auto Sales, Inc.,

GLOBAL AUTO SALES, INC.,

Plaintiff,

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MICHAEL HITRINOV, a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES, CO. INC. and JOHN DOES 1 THROUGH 5

Defendants.

CIVIL ACTION NO.:

13-CV-2479 (SLT)(RER)

DECLARATION OF IRINA KAPUSTINA IN REPLY TO DEFENDANT'S RESPONSE TO ORDER TO SHOW CAUSE AND IN SUPPORT OF PRELIMINARY INJUNCTION

I, Irina Kapustina, submit this Declaration and the accompanying exhibits in reply to Defendants' response to the Order to Show Cause signed by this Court on May 8, 2013, and in support thereof and declares the following to be true under penalties of perjury of the United States of America, and says:

1. I am President of Effect Auto Sales, Inc., and therefore fully familiar with the facts and circumstances had herein.

2. In Michael Hitrinov's declaration, in support of his claim that there was an agreement that he and/or EUL would have an ownership stake in vehicles, he states that. "he was concerned about his investment" and therefore, agreed with Plaintiffs, that EUL would be given certificates of title to each vehicle. See, "Hitrinov Declaration, paragraph 6". This a false and misleading impression, that the act of possessing certificate of title was a negotiated act that was to secure and protect EUL and/or Hitrinov from Plaintiff's from selling vehicles without their knowledge. EUL obtained certificate of title for all of the vehicles because they are and were required to so by law. U.S. Customs requires that the shipper must be in possession of the original title before a vehicle may be exported. See, Exhibit #1 which was attached to Plaintiff's Complaint. See, also, 19 CFR 192.2(b):

"192.2 - Requirements for exportation.

(b) Documentation required (1) For U.S.-titled vehicles (i) Vehicles issued an original certificate of title. For used, self-propelled vehicles issued, by any jurisdiction in the United States, a Certificate of Title or a Salvage Title that remains in force, the owner must provide to Customs, at the time and place specified in this section, the original Certificate of Title or a certified copy of the Certificate of Title and two complete copies of the original Certificate of Title or certified copy of the original."

Thus, Plaintiff's providing EUL with original title to the vehicles was not an agreed upon term to protect EUL and Hitrinov, but a requirement for exportation and a rule issued by U.S. Customs. The certificate of title is the core requirement in the Customs export process, regardless of the vehicle's economic value, physical condition, or operating order. Only vehicles with validated title, a U.S. Customs stamp may be exported. Moreover, the title then needs to be presented to Customs of the entry country where the vehicle is being off loaded. Being in possession of certificate of titles is a required standard procedure and a duty for all NVOCC's who ship vehicles. Hitrinov's statement is intended to mislead the Court and does not support Hitrinov and EUL's claim that they had ownership interest in the vehicles. It is indicative and proof of nothing, other than Hitrinov's willingness deceive

those unfamiliar with the overseas shipping industry. Thus, the fact that EUL and Hitrinov were in possession of the vehicles title does not amount to proof of ownership.

- 3. Hitrinov admits that he and EUL have seized and are currently holding 16 vehicles owned by EAS. EAS had purchased 20 vehicles that were at EUL's facility in Elizabeth, New Jersey. EAS was in the process of obtaining the titles and preparing the vehicles so that they could be shipped overseas. When the dispute occurred EUL and Hitrinov seized our vehicles. I have attached hereto, as Exhibit "A" of this Reply Declaration a copy of the a list of the 20 vehicles which were upon EUL's property when this dispute erupted. Hitrinov averred that there are only 16 vehicles which mean that he has either sold, shipped, disposed of, or has other intentions with respect to those 4 vehicles which are rightfully EAS's.
- 4. In paragraph 8 of Hitrinov's Declaration, he admits that EUL as a NVOCC violated Federal Maritime law by never issuing bills of lading to Plaintiffs. An NVOCC commonly issues house bills of lading to its customers in its own name, even though it does not operate the ship that will carry the goods on the ocean voyage. The NVOCC buys space on the carrying ship like any other customer, receives a bill of lading from the owner or charterer of that ship when the goods are loaded onboard. The NVOCC commonly consolidates goods from several different shippers into a single container, receiving a bill of lading from the ocean carrier in relation to the container as a whole, but nevertheless must issues a house bill of lading to each shipper according to Federal Maritime law. The fact that there was an agreement with respect to shipping cost does not vitiate EUL's duty to issue bills of lading nor does it support the position that there was an agreement between the parties. What this does demonstrate are Hitrinov and EUL's flagrant disregard for the rules and regulations set forth by the Federal Maritime Commission and U.S. Customs.
- 5. EUL as an NVOCC did not and does not have the right to sell any of EAS or GAS's vehicles. Hitrinov and EUL's claim that they were owed money from either an investment or a loan to

Global. Assuming that Global owed money to EUL, and we do not acknowledge this debt, then EUL did not have the right to sell the vehicles. An NVOCC could have sold the vehicles if Global, EAS or GAS failed to pay for shipping costs and expenses pursuant to Maritime law. However, since this dispute arose out of an unrelated money debt that has no relationship to the actual mechanics of shipping, EUL and Hitrinov did not, and does not, have any basis to have sold any of the vehicles to recoup claimed losses from Global allegedly failing to make payment. EAS was not a party to that transaction and should not be subject to and responsible for that dispute.

- 6. Furthermore, the dispute over the loan is between Hitrinov, EUL, MSC and Global. EAS was not a party to that transaction and is a separate and distinct corporation with a different corporate structure. Therefore, Hitrinov and EUL had and have no right to seize, possess or sell our vehicles.
- 7. Hitrinov admits that they sold Plaintiffs' vehicles to third persons overseas. We are unaware of which Plaintiff's vehicles have been sold. This sale was done via extrajudicial seizure and is unlawful. Hitrinov and EUL, were required to have possession of the Certificate of Title of vehicles which were shipped overseas. The Certificates of Title were in the name of the owners, Global, EAS, and GAS. However, Hitrinov and EUL were merely in possession of the Certificates so that they could properly ship the vehicles pursuant to the U.S. Customs rules and regulations. They did not have titled ownership rights nor were they empowered by Plaintiffs with any authority to sell.
- 8. In order for EUL and Hitrinov to sell the vehicles they either had to sign the Certificate of Title or provide a Bill of Sale to the new purchaser in the name of titled owner along with the original title to consummate the transaction. Hitrinov admits that vehicles were sold. To have done so it would have required Hitrinov and/or EUL to fraudulently sign the Certificates of Title or issue fraudulent bills of sale. EUL and Hitrinov in an effort to collect monies owed from Global unlawfully exercised self help without seeking the proper intervention from any court.

- 9. Further, Hitrinov and EUL have unilaterally treated the 3 separate Plaintiffs as one, while acting unlawfully and extrajudicially. In doing so they have sold property that they have no right selling and are wrongfully continuing to retain vehicles under the threat of sale. The argument that vehicles were being held in Finland and storage fees are being amassed, requiring the sale of the vehicles to pay the fees are self created. The fees arose solely because Hitrinov and EUL seized the vehicles in an attempt to avoid the Courts and skirt around the proper and lawful way of resolving disputes. Our vehicles should have been released and the ultimate end purchaser should have received their vehicle in a timely fashion. If done so, there would not have been any need for storage fees in Finland. With respect to the 12,480 Euro expense that Hitrinov claims, which we do not consider a valid claim, is in accurate and misleading. In Exhibit #17, of Hitrinov's Declaration, the unloading fees and custom fees were an expense that were included in the original shipping agreement between the parties.
- 10. In the Hitrinov Declaration there Exhibit # 12 refers to a Russian to English translation wherein it is claimed that admissions are made. The translation is not from Cyrillic text, but from a English transliteration. Thus, the translation can not be relied upon. Defendants point to no authority to support their reliance upon this type of translation.
- 11. Defendant Hitrinov and EUL unlawful, aggressive attempts to extort payment of an alleged debt by threatening to continue to sell EAS's vehicles will irreparably injury our business. We have experienced a loss of goodwill and face continuing cancellation of additional vehicle contracts, impending lawsuits, and the potential loss of the entire business.
- 12. I again urge this Court to issue an emergency temporary restraining order of the requested Preliminary Injunction so that we may release the vehicles to the lawful Consignees.

NOTARIAL SEAL
JOHN G. FLANAGAN, Notary Public
Upper Southempton Twp., Bucks County
My Commission Expires December 31, 2016

Sworn to before me this 22 Day of May,



City of New York, State of New York, County of New York

I, Wendy Poon, hereby certify that the document "Document Request/OY Carcont LTD Warehouse Inspection" is, to the best of my knowledge and belief, a true and accurate translation from Finnish to English.

Wendy Poon

Sworn to before me this June 1, 2016

Signature, Notary Public

ALITASHA YOUNGER
ALITASHA YOUNGER
Notary Public - State of New Yor
No. 01 Y 06335137
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Stamp, Notary Public

Finnish Customs/General Staff Legal Affairs

Matti Laiho NordLex Law Offices Ltd Yrjönkatu 29 A 2 00100 HELSINKI 7417/05.01.07/2013

[handwritten in Russian:]
Report of the Customs Office of
Finland regarding location of
vehicles dated May 12, 2013

DOCUMENT REQUEST / OY CARCONT LTD WAREHOUSE INSPECTION

Matti Laiho, LLM (hereinafter, the Applicant) has requested from Finnish Customs the documents pertaining to the warehouse inspection performed in March-April 2013 on Oy CarCont Ltd's premises, and which indicate which vehicles were in the customs warehouse at the time of the inspection and which were not. Information concerning to whom and when the vehicles were released has also been requested.

The Applicant represents the United States-registered companies Global Auto Inc., G Auto Sales Inc., and Effect Auto Sales Inc., which have sold vehicles from the United States to Russia and its neighboring regions. The sold and marketed cars were shipped by sea to Finland and stored in the customs warehouse in Kotka. The warehouse operator is a company named Oy CarCont Ltd. Per the Applicant's account, the warehoused vehicles had been improperly released to people other than to those instructed by the seller. A separate list of these vehicles was submitted to Finnish Customs.

In the spring of 2013, Finnish Customs in Kotka informed the Applicant that the warehouse inspection of Oy CarCont Ltd's premises found that some of the vehicles referenced on the list had been removed from the customs warehouse in accordance with customs regulations, and some were still there.

In its response dated September 4, 2013, the Finnish Customs' Inspection Unit informed the Applicant that the documents related to the relevant warehouse inspection could not be disclosed. The decision was based on Section 25.1 of the Customs Act (1466/1994). However, the requesting party *could* be deemed to have such standing that it could receive information, confidential information no less, concerning the business operations of another.

The Applicant's latest document request has been received for review by the Legal Affairs unit of the Finnish Custom's General Staff. In the latest request, the Applicant relies on several points of fact to support its standing as an interested party. For this phase in the review of the matter, Finnish Customs has been presented with new submissions, among which are the civil action No. CV13-2479 brought in the United States by the principals of the Applicant; invoices which indicate that the named companies have purchased the vehicles referenced in the aforementioned list from markets in the United States for resale; and invoices which indicate that the same vehicles have been sold to the individuals referenced in the list in Russia or its neighboring regions.

In order to investigate the matter, Legal Affairs has also been in contact with the Kymenlaakso Police Department through which Legal Affairs has obtained the police reports of the buyers referenced in the list, the police report of Global Auto, and the information from the Police's review of the matter.

On the basis of all of the information received in the submissions and otherwise collected in the matter, the Finnish Customs' Legal Affairs finds that the companies represented by the Applicant can be considered as interested parties in relation to the requested information. Therefore, Finnish Customs hereby discloses to the Applicant the enclosed list which was prepared in connection with the warehouse inspection of Oy CarCont Ltd. The list shows, *inter alia*, the receiver of each vehicle, the date of departure, and the documentation based upon which the vehicle departed.

With respect to the contents of the list, Legal Affairs would like to emphasize that the individual or company referenced under the "receiver/CMR" section is not necessarily the party to which the vehicle ultimately ended up in each case. The information is derived from the international CMR transport document and, in specific cases, from summary declarations. Finnish Customs has no information on who prepared the transport document or declared the information about the receiver.

Lastly, pursuant to Section 23.2 of the Act on the Openness of Government Activities (621/1999), Legal Affairs notes that an interested party, its representative or counsel shall not disclose to a third party the confidential information received on the basis of the interested party's standing, and which concerns a party other than the interested party itself.

FINNISH CUSTOMS Legal Affairs

[signature]

Antti Rantanen Counsel

APPENDIX

List prepared for warehouse inspection with specific information on the cars in the Oy CarCont Ltd warehouse

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	2009 MERCEDES- BENZ C300	2009 VOLKSWAG EN TIGUAN	2011 JEEP COMPASS	2009 MERCEDES- BENZ R320	2009 VOLKSWAG EN TIGUAN	2009 TOYOTA VENZA	2009 TOYOTA PRIUS	2009 MERCURY MARINER	2010 VOLKSWAG EN CC	ud list list and some
	WDDGF81X49R073295	WACRA JONZANDY 227	1J4NF5FB7B1282296	4JGCB25E69A095805	W VGA V75N49W002956	4T3BE11A49U004942	JTDKB20U693488352	4M4CU87729KJ12992	WVWNL7ANSAES271S 0	
•			TCHI 18737440	TRIU9057653	TTLU499373-0	111.0981862-1	TGHU8770134	TGHU8770134	ТGHU8770134	TTLU224876-4
	Khakimov Kuslan Novokosinskaya 20-2-156 Moscow, Russia	58 Tolebi str Shamalgan, Almaty reg Kazakhstan	5,2013 Jysheva Evgenia	IN WAREHOUSE/photographed 3.15.2013 IN WAREHOUSE/photographed	Kroyiniu, postas kirtimu g. 47B, LT02244 Vilnius		yatostav tr 10-3-45		aty reg	
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ı. /	GA5591	XQ/24/2014 Summary Declaration	Tir Camel		COMMUNITY TRANSIT PROCEDURE 13F1000000026867T1	XQ72472074 EXTERNAL	MX72148868 Tir Carnet	MX72148868	XN72472073	Tir Camel
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		CAR-13/5	CAR-13/6	CAR-13/1	CAR-13/1	CAR- 12/395	CAR- 12/410	CAR- 12/398	12/395 CAR- 12/399	CAR-
	2010 JEEP COMPASS SPORT	2010 MERCURY MARINER	2009 TOYOTA CAMRY	2009 SUBARU FORESTER	2009 DODGE CALIBER	2009 TOYOTA VENZA	2009 TOYOTA CAMPRY	2010 HONDA INSIGHT	2009 TOYOTA VENZA	***************************************
	1J4NF4FB6AD583215	4M2CN8B74AKJ17359	471BE46K09U812264	.JF2SH61649H717573	1B3HB48A79D129278	4T3ZE11AX9U017211	4T1BE46K99U346317	JHMZE2H51AS007600	413BE11A99U007805	
		CRXU9813340	MSCU9078156	MSCU918/801	MSCU918/861	TRIU9507220	MSCU9189268	MEDU8259900	TTLU6170514	TGHU8737440
	Koryakina Elena 20, Vosiochnaya str Apt 2 Burunday, Almaty reg. Kazakhstan	Tretiakov Anton, Orenburgskaya str 17-56, Moscow, Russia INN772087021338	Vilniaus "Paneriu" Kroviniu. postas kirtimu g. 47B, LT02244 Vilnius	Kroviniu, postas kirtimu g. 47B, LT02244 Vilnius	3.15.2013	51	Vilniaus "Paneriu" Kroviniu, postas kirtimu g. 47B, LT02244 Vilnius	Vilniaus "Paneriu" Kroviniu, postas kiriimu g. 47B, LT02244 Vilnius	Fadr Irina 8, Zavodskaya str apt 2 Vodnik, Almaty reg Kazakhstan	
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š	*		2.8.2013	1.28.2013	1,28.2013	1.28.2013	/ 1.28.2013	1.11.2013	/ 1.11.2013	1.11.2013	
		,	CAR- 13/16	CAR- 13/12	CAR- 13/12	CAR-	CAR- 13//13	CAR- 13/7	CAR- 13/7	CAR-	
		٠.	2009: FORD ESCAPE	2010 VOLKSWAG EN CC	2010 SUBARY LEGACY	2009 TOYOTA PRIUS	2009 TOYOTA CAMRY	2010 ACURA RDX	2010 GMC ACADIA SLT-2		
			1FMCU02729KD02110	WYWML7AN7AE52550	4S3BMBB65A3210717	JTDKB20U897858466	4T1BE46K19U306703	5J8TB2H29AA000682	IGKLVNED6AJ138200		
			MEDU8199205	MSCU9152382	 	TCKU9873233	TCKU9873233	TCNU8761450	TCNU8761450	CRXU9813340	
			Tsarev Victor, 2 Ostankinskaya 8-67 Moscow, Russia	No information	No information	Artuhov Alexandr Orenburgskaya str 26-1-21 Moscow, Russia INN772084325112	Artuhov Alexandr Orenburgskaya str 26-1-21 Moscow, Russia INN772084325112	Goncharenko Svyatoslav Novoksinskaya str 10-3-45 Moscow, Russia INN772080785895	IN WAREHOUSE/photographed 3.15.2013		
		·	2.13.2013	2.1.2013	2.1.2013	2.1.2013	2.1,2013	2.1.2013		2.6.2013	. •
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EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223 Tel: (718) 998-6900; Fax (718) 998-7014

Bank of America Empire United Co., Inc.

Brooklyn, NY 11235 1415 Ave Z.

FT code for Bank of America BOFAUS3N dernational Routing code: 021000332 Damestic Routing code: 026009593 Account# 9380009007



Statement # 448

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	5J8TB2H29AA000682	IGKLVNED6AJI38200	
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	13-Dec 11	27-Nov	
	TCNU8761450 038EUL 10464	T:CNU8761450	
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ANOUNT DUE

\$1,500.00

\$1,500.00

AMOUNT TO PAY AMOUNT PAID

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EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223 Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc. Bank of America 1415 Ave Z.

Brooklyn, NY 11235

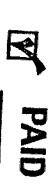
Account# 9380009007
ternational Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N



Statement # 439

	C300	103783 2011 JEEP COMPASS	103783 2009 VOLKSWAGEN TIGHAN	51#439
WDDGF81X49R073295	1J4NF5FB7BD282296	WVGBV75N29W525297		
25-Oct	18-Oct	31-Aug		
6-Nov	25-Oct	6-Nov		
TGHU8737440	TGHU8737440	TGHU8737440		
6-Nov TGHU8737440 038EUL1039353	25-Oct TGHU8737440 038E111039353	0385111 10202		





Customer ID: EFFECT01 Jan 17, 2013 09:51:00 AM ET

DARAG Operator ID: IRINA01

Wire Transfer

Wire Transfer Activity Detail

Debit Currency: USD

Execution Date: 01/17/2013

Q2U 00.088,8 :InuomA JidaQ

Value Date: 01/17/2013

Debit Account Name: EFFECTAUTOSA Debit Bank Name: WELLS FARGO BANK, N.A.

EMPIRE UNITED CO., INC. CEO* Tracking Number: 000059

Status: Confirmed

Yenry-4 By:

Verly-2 By:

09:28:41 AM ET.

TedmuN InnoppA \ QI

Originator Information:

Bank Address: NEW YORK

Beneficiary Bank Information:

Bank Name.

Bank ID;

Last Modified By: IRINA01 January 17, 2013.

Address: 711 PENNSYLVANIA AVE

056009593

Name: EFFECT AUTO SALES

SU SOSTO AR , NOT MAHHTUOS

BANK OF AMERICA, N.A., NY

130117028110 Transaction Reference Number: 306300A1C078117110 Fed/SWIFT Confirmation Number:

Account Number: 1360972341

Type: Domestic

Template Name:

Account Number: 938000900A Beneficiary Account Information:

Account Name: Empire United Co., Inc.

Form of Notification: None

statement438 340,00 00.0AC TEAInemalsiz 00.027 achinamalala Originator to Beneficiary Information:

Date Not Provided inclemediary Bank Information:

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Created By: IRINA01 January 17, 2013 09;28:41 Audit Trail Information:

Verified By: IRINA01 January 17, 2013 09,28:41 AM ET.

Rejected By: NA Verify-3 By: T3 MA

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00.0 00.088,E Grand Total: Status: Confirmed 00.0 3,680.00 **GSU slideG latoT** Total Transactions **GRU eliben 3 letoT**

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EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223 Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc. Bank of America

Brooklyn, NY 11235

1415 Ave Z.

Account# 9380009007

ternational Routing code: 021000332

Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N



Statement # 439

200000						
	6-Nov TGHU8737440 038F1 1039353	6-Nov	25-Oct	WDDGF81X49R073295	103783 2009 MERCEDES-BENZ C300	103783
- 1	25-Oct TGHU8737440 038EUL1039353	25-Oct	18-Oct	1J4NF5FB7BD282296	103783 2011 JEEP COMPASS	103783
1	6-Nov TGHU8737440 038EUL1039353	6-Nov	31-Aug	WVGBV75N29W525297	103783 2009 VOLKSWAGEN TIGUAN	103783
- 1						ST#439

AMOUNT TO PAY \$2,250.00 AMOUNT PAID . \$2,250.00



Operator ID: IRINA01 Customer ID: EFFECT01 Jan 17, 2013 09:51:00 AM ET

PARGO STERM

Vire Transfer

Wire Transfer Activity Detail

Debit Account Name: EFFECTAUTOSA Debit Bank Name: WELLS FARGO BANK, N.A. Debit Currency: USD

Account Number 1360972341

906900916078117110 Fed/SWIFT Confirmation Number: CEO. Liscking Number: 000059

130117028110 Transaction Reference Number:

Type: Domestic EMPIRE UNITED CO., INC. Template Name:

Value Date: 01/17/2013 Q2U 00.088,6 :InnomA fided

Execution Date: 01/17/2013

Account Number, 9380009007

Beneficiary Account Information:

Status: Confirmed

Verly-4 By:

Verify-2 By:

T3 MA 14:85:60

1D / Account Number:

Originator Information:

NEM JORK Bank Address BANK OF AMERICA, NA, NY Bank Name 050008203 Gl Ansa Beneficiary Bank Information:

SU SOSTO AR , NOTAMAHHTUOS

Leat Modified By: IRINA01 January 17, 2013

Address: 711 PENNSYLVANIA AVE

Name: EFFECT AUTO SALES

Form of Notification: None

00.02SS echinemelsiz 00.046 8CHinemalala 00.0AE TENInamalala 00.027 achtnamaiste Originator to Beneficiary Information:

Empire United Co., Inc.

Date Not Provided Intermediery Bank Information:

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Internal Reference:

Account Name:

Rejected By: NA

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EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223 Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.

Brooklyn, NY 11235 Bank of America 1415 Ave Z.

Account# 9380009007

ternational Routing code: 021000332 Domestic Routing code: 026009593

FT code for Bank of America BÖFAUS3N

Statement # 449

ST#4-19						
104452	104452 2009 TOYOTA PRIUS	JTDKB20U897858466	12-Oct	27-Dec	TCKU9873233	12-Oct 27-Dec rCKU9873233 038EUL1045297
104452	104452 2009 TOYOTA CAMRY	4T1BE46K19U306703	14-Nov	27-Dec	TCKU9873233	14-Nov 27-Dec TCKU9873233 038EUL1045297

\$1,500 00		
(MOLYFIOPA)	AMOUNT PAID	And Mill

EED 130221004660 20135iii) 699847500000000000 **CL2** Confirmation Numbers > Bank to Bank Information statement#451 5750 statement#450 51500 statement#448 51500 originator to Beneficiary Information > Reference for Beneficiary 5/51/13 Value Date \$2,250.00 trucomA 6236012168-Chedding - G Auto Sales INC - USD Debit Account > Debit hido 40060000886 Credit Account Create Beneficiary in Business Beneficiary Table 05000023 FED ABA United States of America Compa United States of America Comman ZIP/Postal Code ZIP/Postal Code State/Province λN State/Province αр QΩ NEM LOKK S sambbh Address 2 Address 1 1 293JDDV Міскавте BYNK OF AMERICA, NA, NY Empire United Co., Inc. Beneficiary Name > Beneficiary Bank Info > penegraph page > Send Wire To 95,250.00 Empire United Co., Inc BUSINESS SEMI-REPETITIVE accoppoporthálists oT sidaliavA Template Limit Template Category Template ID Template Midoname Template Name

The single wire transfer was successfully acknowledged by backend processing.

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A single wire transfer has been released.



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Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND **Issue Date**

01/02/2013

Due Date Overdue

03/02/2013

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car 2009 TOYOTA CAMRY VIN#4T1BE46K1	.9U306703 pickup 01.02.2013		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 29 1 2013 - 31 01 2013: 3d	74*06 + 04*26	CLID	0.00

ALV 0%

TOTAL

EUR

160.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1309

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND **Issue Date Due Date**

22/02/2013 26/02/2013

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car 2009 MERCEDES-BENZ C300 VIN	#WDDGF81X49R073295 pickup 22.02.2013		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 12.12.2012 - 22.02.2013: 71d	7d*0€ + 64d*2€	EUR	128.00

ALV 0%

TOTAL

EUR

288.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

INVOICE A1406

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date
Due Date

25/4/2013 29/4/2013

Overdue 16%

eiuue I

Issued by

NN Text	Formula	Currency	Amount
1 Car 2010 GMC ACADIA	SLT-2 VIN#1GKLVNED6AJ138200 pickup 25.0	4.2013	
2 Unfoading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 14.1.2013 - 25.	.04.2013: 101d 7d*0€ + 94d*2€	EUR	188.00

ALV 0%

TOTAL

EUR

348.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

.

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1533

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date Due Date

09/01/2015 12/01/2015

16% Overdue

Issued by

NN Text		Formula	Currency	Amount
1 Car 2011 JEEP Co	OMPASS VIN#1J4NF5FB7BD	282296 pickup 9.01.2015		
2 Unloading		150€	EUR	150.00
3 Customs fees		10€	EUR	10.00
4 Storage 12.12.20	012 - 9.01.2015: 393d	7d*0€ + 180d*2€ + 206d*10€	EUR	2,420.00

ALV 0%

TOTAL

EUR

2,580.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1189

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date
Due Date

18/07/2012 21/07/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car BMW X5 VIN#5UXFE43539L262163 pick	up 18.07.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 19.04.2012 - 18.07.2012: 91d	7d*0€ + 84d*2€	EUR	168.00

ALV 0%

TOTAL

EUR

328.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1190

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date
Due Date

18/07/2012 21/07/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car LEXUS GS350 VIN#JTHCE96S780021272	pickup 18.07.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 04.04.2012 - 18.07.2012: 106d	7d*0€ + 99d*2€	EUR	198.00

ALV 0%

TOTAL

EUR

358.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

INVOICE A1194

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 26/07/2012 29/07/2012

16%

Overdue

Issued by

NN Text	Formula	Currency	Amount
1 Car FORD FOCUS VIN#1FAFP34P93W253386	pickup 26.07.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 22.11.2011 - 26.07.2012: 248d	7d*0€ + 241d*2€	EUR	482.00

ALV 0%

TOTAL

EUR

642.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1195

Oy CarCont Ltd

Payer

Payment terms

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND **Issue Date** 27/07/2012 **Due Date**

30/07/2012

Overdue 16%

Issued by

NN Text	Formula	Currency	Amount
1 Car KIA SORENTO VIN#5XYKWDA21BG1199	77 pickup 27.07.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 16.05.2012 - 27.07.2012: 73d	7d*0€ + 66d*2€	EUR	132.00

ALV 0%

TOTAL

EUR

292.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date **Due Date**

09/08/2012 12/08/2012

Overdue 16%

Issued by

NN Text		Formula	Currency	Amount
1 Car ACURA MDX VIN#2HN	IYD28259H513479	pickup 09.08.2012		
2 Unloading		150€	EUR	150.00
3 Customs fees	→	10€	EUR	10.00
4 Storage 25.07.2012 - 09.0	8.2012: 16d	7d*0€ + 9d*2€	EUR	18.00

ALV 0%

TOTAL

EUR

178.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentié 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

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Oy CarCont Ltd

Payer

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date Due Date 10/08/2012 13/08/2012

Overdue 1

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car VOLKSWAGEN PASSAT VIN#WVWJK7	3C18P113519 pickup 10.08.2012	***	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 25.07.2012 - 10.08.2012: 17d	7d*0€ + 10d*2€	EUR	20.00

ALV 0%

TOTAL

EUR

180.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND **Issue Date Due Date**

13/08/2012 16/08/2012

Overdue 16%

Issued by

NN Text	Formula	Currency	Amount
1 Car MERCEDES BENZ GL550 VIN#4J	GBF8GE8BA753291 pickup 13.08.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	. EUR	10.00
4 Storage 11.07.2012 - 13.08.2012: 3	4d 7d*0€ + 23d*2€ + 4d*2€	EUR	54.00

ALV 0%

TOTAL

EUR

214.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1207

Oy CarCont Ltd

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ĞLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date
Due Date

16/08/2012 19/08/2012

Overdue 16

16%

Issued by

NN	Text	Formula	Currency	Amount
1	. Car TOYOTA VENZA VIN#4T3ZE11A89U0098			
2	Unloading	150€	EUR	150.00
3	Customs fees	10€	EUR	10.00
4	Storage 09.08.2012 - 15.08.2012: 7d	7d*0€ + 0d*5€ + 0d*10€	EUR	0.00
5	5 Car TOYOTA FJ CRUISER VIN#JTEBU4BF7BK107295 pickup 15.08.2012			
6	Unloading	150€	EUR	150.00
7	Customs fees	10€	EUR	10.00
8	Storage 14.06.2012 - 15.08.2012: 63d	7d*0€ + 23d*2€ + 33d*2€	EUR	112.00

ALV 0%

TOTAL

EUR

432.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

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Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date
Due Date

16/08/2012 19/08/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car LEXUS LX570 VIN#JTJHY00W094019179	pickup 15.08.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 01.08.2012 - 15.08.2012: 15d	7d*0€ + 8d*2€	EUR	16.00

ALV 0%

TOTAL

EUR

176.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

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Oy CarCont Ltd

Payer

Payment terms

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date
Due Date

21/08/2012 24/08/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car VOLKSWAGEN TIGUAN VIN#WVGAV7	5N89W002037 pickup 21.08.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 27.06.2012 - 21.08.2012: 56d	7d*0€ + 49d*2€	EUR	98.00

ALV 0%

TOTAL

EUR

258.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1216

Oy CarCont Ltd

Payer

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND **Issue Date Due Date**

31/08/2012 03/09/2012

Overdue 16%

Issued by

NN Text	Formula	Currency	Amount
1 Car TOYOTA TUNDRA VIN#5TBBV	58158S492658 pickup 30.08.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 29.08.2012 - 30.08.2012:	2d 2d*0€+0d*2€	EUR	0.00

ALV 0%

TOTAL

EUR

160.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

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Oy CarCont Ltd

Payer

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date
Due Date

31/08/2012 03/09/2012

Overdue 16%

Issued by

NN Text **Formula** Currency **Amount** 1 Car SUBARU OUTBACK VIN#4S4BRBKC0A3323316 pickup 31.08.2012 2 Unloading 150€ **EUR** 150.00 3 Customs fees 10€ **EUR** 10.00 7d*0€ + 16d*2€ 4 Storage 09.08.2012 - 31.08.2012: 23d **EUR** 32.00

ALV 0%

TOTAL

EUR

192.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1218

Oy CarCont Ltd

Payer

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 31/08/2012 03/09/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car TOYOTA VENZA VIN#4T3BK11AX9U011	1550 pickup 31.08.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 28.08.2012 - 31.08.2012: 4d	4d*0€ + 0d*2€	EUR	0.00

ALV 0%

TOTAL

EUR

160.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

IBAN: FI41 10693000226829,

software by www.tpoint.fl

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Payer

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date
Due Date

30/10/2012 02/11/2012

Overdue 16%

Issued by

NN 1	Text	Formula	Currency	Amount
1 (Car AUDI Q7 VIN#WA1BY74L68D032495 pickup 30	.10.2012		
2 ل	Jnloading	150€	EUR	150.00
3 (Customs fees	10€	EUR	10.00
4 \$	Storage 23.05.2012 - 30.10.2012: 161d	7d*0€ + 154d*2€	EUR	308.00

ALV 0%

TOTAL

EUR

468.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND **Issue Date Due Date**

24/10/2012 27/10/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car TOYOTA HIGHLANDER VIN#JTEDA41A6	92008162 pickup 24.10.2012	***	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 29.05.2012 - 24.10.2012: 149d	7d*0€ + 142d*2€	EUR	284.00

ALV 0%

TOTAL

EUR

444.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date 24/10/2012 Due Date 27/10/2012 Overdue 16%

Issued by

NN Text **Formula** Currency Amount 1 Car CAN-AM REN500 VIN#3JBHGCK13AJ000051 pickup 24.10.2012 2 Unloading 150€ **EUR** 150.00 3 Customs fees 10€ **EUR** 10.00 4 Storage 05.09.2012 - 24.10.2012: 50d 7d*0€ + 43d*2€ **EUR** 86.00

ALV 0%

TOTAL

EUR

246.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

·Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date
Due Date

19/10/2012 22/10/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car MINI COOPER VIN#WMWMM33588TP	72137 pickup 19.10.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 11.09.2012 - 19.10.2012: 39d	7d*0€ + 32d*2€	、 EUR	64.00

ALV 0%

TOTAL

EUR

224.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1246

Oy CarCont Ltd

Payer

Payment terms

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date Due Date

05/10/2012 08/10/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car LEXUS RX350 VIN#2T2BK1BA5AC00514	6 pickup 05.10.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 25.07.2012 - 05.10.2012: 73d	7d*0€ + 66d*2€	EUR	132.00

ALV 0%

TOTAL

EUR

292.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 28/09/2012 01/10/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car VOLKSWAGEN CC VIN#WVWNL73C59E	525647 pickup 28.09.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 28.08.2012 - 28.09.2012: 32d	7d*0€ + 25d*2€	EUR	50.00

ALV 0%

TOTAL

EUR

210.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 28/09/2012 01/10/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car LAND ROVER RANGE VIN#SALME11474	A170360 pickup 29.09.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 29.08.2012 - 29.09.2012: 32d	7d*0€ + 25d*2€	EUR	50.00

ALV 0%

TOTAL

EUR

210.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

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Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 28/09/2012 01/10/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car TOYOTA HIGHLANDER VIN#JTEDA41A0	92000297 pickup 28.09.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 28.08.2012 - 28.09.2012: 32d	7d*0€ + 25d*2€	EUR	50.00

ALV 0%

TOTAL

EUR

210.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1238

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 26/09/2012 29/09/2012

Overdue

16%

Issued by

NN Text	Formula	Currency	Amount
1 Car AUDI A4 VIN#WAULF78K69A128211	pickup 26.09.2012		
2 Unloading	150€	· EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 09.08.2012 - 26.09.2012: 49d	7d*0€ + 42d*2€	EUR	84.00

ALV 0%

TOTAL

EUR

244.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1234

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 17/09/2012 20/09/2012

Overdue 16%

Issued by

NN Text **Formula** Currency **Amount** 1 Car TOYOTA HIGHLANDER VIN#JTEDA41A192000552 pickup 17.09.2012 150€ 2 Unloading EUR 150.00 3 Customs fees 10€ 10.00 EUR 4 Storage 29.08.2012 - 17.09.2012: 20d 7d*0€ + 13d*2€ EUR 26.00

ALV 0%

TOTAL

EUR

186.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1230

Oy CarCont Ltd

Payer

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GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date
Due Date

14/09/2012 17/09/2012

Overdue 16%

Issued by

NN Text	Formula	Currency	Amount
1 Car TOYOTA CAMRY VIN#4T1BE46K78U74	3152 pickup 14.09.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 23.05.2012 - 14.09.2012: 115d	7d*0€ + 108d*2€	EUR	216.00

ALV 0%

TOTAL

EUR

376.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1229

Oy CarCont Ltd

Payer

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Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 14/09/2012 17/09/2012

Overdue 16%

d ha

Issued by

NN Text		Formula	Currency	Amount
1 Car BM\	V X5 VIN#5UXFE43578L031006 picku	up 14.09.2012		
2 Unloadi	ng	150€	EUR	150.00
3 Customs	fees	10€	EUR	10.00
4 Storage	11.09.2012 - 14.09.2012: 4d	4d*0€ + 0d*2€	EUR	0.00

ALV 0%

TOTAL

EUR

160.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIRH

Oy CarCont Ltd

Payer

Payment terms

Page 1/1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date Due Date

13/09/2012 16/09/2012

Overdue 16%

Issued by

NN Text	Formula	Currency	Amount
1 Car LEXUS LX570 VIN#JTJBK1BAXA2400102	pickup 13.09.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 01.08.2012 - 13.09.2012: 44d	7d*0€ + 37d*2€	EUR	74.00

ALV 0%

TOTAL

EUR

234.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0 *

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 07/09/2012 10/09/2012

Overdue

16%

Issued by

NN	Text	Formula	Currency	Amount
1	. Car LINCOLN MKX VIN#2LMDU88C09BJ0890	98 pickup 07.09.2012		
2	! Unloading	150€	EUR	150.00
3	Customs fees	10€	EUR	10.00
4	Storage 09.08.2012 - 07.09.2012: 30d	7d*0€ + 23d*2€	EUR	46.00

ALV 0%

TOTAL

EUR

206.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND **Issue Date Due Date**

05/09/2012 08/09/2012

Overdue 16%

Issued by

NN Text		Formula	Currency	Amount
1 Car VC	LKSWAGEN CC VIN#WVWHL73C59E	539108 pickup 05.09.2012	٠	
2 Unload	ling	150€	EUR	150.00
3 Custor	ns fees	10€	EUR	10.00
4 Storag	e 28.08.2012 - 05.09.2012: 9d	7d*0€ + 2d*2€	EUR	4.00

ALV 0%

TOTAL

EUR

164.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 08/11/2012 11/11/2012

Overdue 16%

Issued by

NN	Text	Formula	Currency	Amount
1	. Car VOLKSWAGEN CC VIN#WVWML7AN0AE	513412 pickup 08.11.2012		
2	! Unloading	150€	EUR	.150.00
3	Customs fees	10€	EUR	10.00
4	Storage 15.10.2012 - 08.11.2012: 25d	7d*0€ + 18d*2€	EUR	36.00
5	Car SUBARU LEGACY VIN#4S3BMCA60A3228	8095 pickup 08.11.2012	٠	
ϵ	Unloading	150€	EUR	150.00
7	Customs fees	10€	EUR	10.00
8	Storage 15.10.2012 - 08.11.2012: 25d	7d*0€ + 18d*2€	EUR	36.00
9	Car VOLKSWAGEN CC VIN#WVWML7AN1AE	528534 pickup 08.11.2012		
10	Unloading	150€	EUR	150.00
11	Customs fees	10€	EUR	10.00
12	Storage 16.10.2012 - 08.11.2012: 24d	7d*0€ + 17d*2€	EUR	34.00
13	Car AUDI A4 VIN#WAULF78K29A100471 pic	kup 08.11.2012		
14	Unloading	150€	EUR	150.00
15	Customs fees	10€	EUR	10.00
16	Storage 15.10.2012 - 08.11.2012: 25d	7d*0€ + 18d*2€	€UR	36.00

ALV 0%

TOTAL

EUR

782.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1272

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date 16/11/2012 **Due Date** 19/11/2012

Overdue 16%

Issued by

NN Text	Formula	Currency	Amount
1 Car TOYOTA HIGHLANDER VIN#JTEEW41A	492030117 pickup 16.11.2012	, 	
2 Customs fees	10€	EUR	10.00
3 Storage 16.10.2012 - 16.11.2012: 32d	7d*0€ + 23d*2€ + 2d*2€	EUR	50.00
4 Unloading	150€	EUR	150.00

ALV 0%

TOTAL

EUR

210.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1275

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND

Issue Date Due Date 21/11/2012 24/11/2012

Overdue 16%

Issued by

NN Text	Formula	Currency	Amount
1 Unloading	150€	EUR	150.00
2 Customs fees	10€	EUR	10.00
3 Storage 05.07.2012 - 21.11.2012: 140d	7d*0€ + 23d*2€ + 110d*2€	EUR	266.00
4 Car VOLVO XC60 VIN#YV4992DZ5A2026730	pickup 21.11.2012	·	

ALV 0%

TOTAL

EUR

426.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date 14/11/2012 **Due Date**

17/11/2012

16%

Overdue

Issued by

NN Text	Formula	Currency	Amount
1 Car FORD ESCAPE VIN#1FMCU92789KB538	22 pickup 14.11.2012		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 01.10.2012 - 14.11.2012: 45d	7d*0€ + 23d*2€ + 15d*2€	EUR	76.00

ALV 0%

TOTAL

EUR

236.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1278

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 30/11/2012 03/12/2012

Overdue 16%

Issued by

NN Text	Formula	Currency	Amount
1 Unloading	150€	EUR	150.00
2 Customs fees	10€	EUR	10.00
3 Storage 24.10.2012 - 30.11.2012: 38d	7d*0€ + 23d*2€ + 8d*2€	EUR	62.00
4 Car TOYOTA CAMRY VIN#4T1BE46K59U9183	340 pickup 30.11.2012		

ALV 0%

TOTAL

EUR

222.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1282

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date

07/12/2012 10/12/2012

Overdue 16%

Issued by

NN Text Formula Currency **Amount** 1 Car HARLEY DAVIDSON VIN#1HD1PR817BB959662 pickup 07.12.2012 2 Unloading 150€ EUR 150.00 3 Customs fees 10€ EUR 10.00 4 Storage 01.08.2011 - 07.12.2012: 495d 7d*0€ + 488d*2€ **EUR** 976.00

ALV 0%

. TOTAL

EUR

1,136.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

A1280

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date Due Date 04/12/2012 07/12/2012

Overdue 16%

Issued by

NN	Text	Formula	Currency	Amount
C	Car VOLKSWAGEN PASSAT VIN#WVWAK73C7	78E211451 pickup 04.12.2012		•
1	L Unloading	150€	EUR	150.00
2	2 Customs fees	10€	EUR	10.00
. 3	3 Storage 01.10.2012 - 04.12.2012: 65d	7d*0€ + 23d*2€ + 35d*2€	EUR	116.00

ALV 0%

TOTAL

EUR

276.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

INVOICE C6

Oy CarCont Ltd

Payer

Payment terms

Page 1 / 1

GLOBAL CARGO OY KOTOLAHDENTIE, 6, 48310 KOTKA, FINLAND Issue Date
Due Date

07/12/2012 07/12/2012

Overdue

16%

Issued by

NN Text		Formula	Currency	Amount
1 Credit note C6 Date 07.12.	2012 to invoice A12	35 Date 19.09.2012		
2 Car HARLEY DAVIDSON VIN	I#1HD1PR817BB959	662		
3 Unloading		-800€	, EUR	-800.00
4 Customs fees		-10€	EUR	-10.00
5 Storage 01.08.2011 - 21.09	.2012: 418d	418d*-7€	EUR	-2,926.00

ALV 0%

TOTAL

EUR

-3,736.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Vohra, Anjali

From:

Heather Ashley Hrytsyshyn (CENSUS/ITMD FED)

<heather.ashley.hrytsyshyn@census.gov>

Sent:

Wednesday, July 27, 2016 3:37 PM

To:

Michael Hitrinov

Cc:

ITMD ASKAES (CENSUS/ITMD)

Subject:

Freight forwarder section in ACE

Follow Up Flag:

Follow Up

Flag Status:

Flagged

Hi Michael,

It was great talking to you on the phone earlier.

To confirm, yes, if you are acting as an authorized agent or are an NVOCC, and have the power of attorney to file on behalf of the USPPI, you would list your company name and information in the freight forwarder section of ACE.

The data element for authorized agent is listed in Section 30.6(b)(1) of the Foreign Trade Regulations. See the below link:

http://www.census.gov/foreign-trade/regulations/regs/interactive ftr 9122014.pdf

Department of Commerce - Census

www.census.gov

Department of Commerce . 15 CFR Part 30 . Foreign Trade Regulations (FTR): Mandatory Automated Export System Filing . for All Shipments Requiring Shipper's Export ...

Page 55.

Thanks!

Heather A. Hrytsyshyn

Statistician
Trade Regulations Branch
International Trade Management Division
U.S. Census Bureau
Office 301.763.3530 Room 5K166B
Heather.ashley.hrytsyshyn@census.gov

census.gov Connect with us on Social Media

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Body/Hull

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86170 - 969AUTO COLLECTION GROUP

WDDGF81X4,98073295

YORK STATE

The and identification No. WDDGF81X49R07329 WDDGE81X49R07329

Name and Address of Owner(s)

PAINLER TRUST F 0 BOX 585 ROMOKE TX

3635

Cyl./Prop.

Yваг

Make 2009 ME/BE

New or Used NEW

Type of Title

Model Code

C4A

VEHICLE

ODOMETER READING

ACTUAL MILEAGE

001142R

Date Issued. 5/14/09



This document is a vour proof of ownership for this vehicle, boat or manufactured from a deep it into a safe place run with your license or registration or in your vehicles or host. To defense ar your vehicles or manufactured home, complete the transfer section on the back one give this tale to the new rowner.

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CERTIFICATE OF TITLE FOR A VEHICLE 1/8856

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DATE

STATE

COUNTY OF

PLATE

FLYE

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TITLE NUMBER

REG FEE'S

UMV PEE'S

OTKER \$

TOTAL

WT INCREASE

A3L (REV. 07/06)

CERTIFICATION

Reassignment Form, Control No., (If applicable)

SOCIAL SECURITY NUMBER/FEIN OF CO-APPLICANT

VEHICLE PRINCIPALLY GARAGED IN CITY, TOWN, COUNTY OR STATE OF

SIGNATURE OF CO-APPLICANT

STREET ADDRESS

CITY OR TOWN OF

CITY

4



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ENT OF MOTORIVEHICUE



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CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEAUTH OF VIRGINIA HEREBY CENTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE MEMBLE DESCRIBE
HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEAUTH, THAT THE LAPPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED A
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CITY OR TOWN OF

Reassignment Form, Control No., (If applicable)

MV-907ANO	WHOLESALEC	parmen of Moon Vehicles ERTIFICATE OF SALT (Valid for Resalt fransactions	W.1 574	
Year Make True	Model Body lyne	Color Weight (Uniscen)	Fuel 1/2 Opino	Sallo III
CALEDON NO TOPE		Transport		
DEALER INFORMATION:	lisades Dealer Funding LDC			
PURCHASER INFORMATION: Name and Address (Print)	AND 400 BIOLEM		Date Sale	or and the second
PRIOR DWNER INFORMATION Source of Ownership (Name are Address)	and the second control of the second control		77 (Mbs.) Dale Puro L 7 / CP 1 1 150	or 13 9 3-11-112

Discrity that to the best of my knowledge, this odometer reading reflects the "ACTUALMILEAGE" of the vehicle described above.

I certify that to the best of my knowledge, this odometer reading. EXCEEDS MECHANICAL SIMILEAGE. WARNING: (no sente)

I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETIER DISCREPANCY.

DEALER CENTIFICATION.

Centify that the vehicle described above was sold to the purchase on the date indicated False statements made for this certificate are punishable as a Class A misdeur cancel punsuant to Syction 210 45 of the Penal Law.

DEALER (authorized Agressmalve). Sign name in authorized the proposed of the purchase

PART : ORIGINAL

MV-50W (9/04)

PIERCE, CHARLES, T 6 IDA LN ELLENVILLE ~

NY 12428

NEW YORK STATE

Title and Identification No.

FUZINESHBWBD282226 1J4Nr5FB7BD282296

Golors Wi/Sis/Light Fuel

3286 GAS 4

Cyl/Prop.

Newton Used a Type of Tale . Date issued

USED WEHLCLE 7/27/12

Make Vivogel Code Body/Hull JEEP UND SUBN 087305

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odomener readings

ACTUAL MILITAGE

EUDROD, CHARLES III

Name and Address of Owner(s)

6 IDA LN

ELLENVILLE NY 12428

REBULLITY SALVAGE/NY

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* NO LIENS RECORDED *

Jenholder 📖 🖫

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* NO LIENS RECORDED *

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<u></u>	SECTION I - Transfer by Owner ODOMETER DISCLOSURE STATEMENT		
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	Fedoral and State Law require that you state the mileage of the vehicle described on this certificate when t Failure to do so, or providing a slee statement, may result in fines and/or impresenment.	ransferring ownership.	
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	☐ 3 not the sclual mileage. WARNING - ODOMETER DISCREPANCY.		excluding tenths
- E	DAMAGE DISCLOSURE STATEMENT (To be Completed by Owner Named on Face of		
	I certify that, to the best of my knowledge, this vehicle [] has been or/2 hat not been wrecked, destroy for actual cost of parts and lation to rebuild or reconstruct the vehicle to the condition it was in before an a is more than 75% of the retail value of the vehicle at the time of loss. (Checking the "has" box means that it registered and that the title issued will have the statement "Rebuilt Salvage: NY" on it.)	coldent, and for legal of	peration on the road or highways,
	For we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfisted on this certificate, if any, I also certify that this is the most recent title issued for this vehicle, boat or Rofe. Section 2113 of the Vehicle and Treffic Law requires that application for a title must be made	manufactured home.	
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S	ECTION II - Reassignment by Manufactured Home Dealer or Registered Boat Dealer or	Out-of-State Deale	finished a substitution
	ODOMETER DISCLOSURE STATEMENT		ODOMETER READING
	Note: This vehicle cannot be registered or titled in the name of the new owner tinless mileage is disclosed. Federal and State Law regular that you state the mileage of the vehicle described on this certificate when	transferring ownership.	
	Fallure to do so, or providing a false statement, may result in fines and/or imprisonment.		
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Boat Dealer's Facility #

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PURCHASER INFORMATION (Ram Name	and Address)		0/2/02	Date of Sale
LEFECT ALLOW SALES INC.	Jon So Ka	OST ESTAF	ETH NO	IUP4II2
PRIOR OWNER INFORMATION (Print Na	ne allegations and the company of th	vnership)		Date of Purchase
CHARLES Y PERCE LA	Mich Eus IV	nwajiNii ja	3428	
ODOMETER DISCLOSURE STATEMEN	ON CHARLEST THE PROPERTY OF THE PARTY OF THE			
Federal and state laws require that you state the mittelling the truth about the mittage may result in fir	es and/or imprisonment		n transferring owner	SIDD FAMILE TO BOSO OF HOLES
The odometer on the vehicle described above has	5 digits 🔀 6 digits.	not including tenths		DOMETER READING
Chicertify that to the best of my knowledge hims vehicle described above	odometer reading reflects the	ACTUAL MILEAGE".	of the	T/560
□ I certify that (to the best of my knowledge) th	is odometer reading "EXCEI	DSMECHANICAL LI	MITS."	(no tenths)
if certify that to the best of my knowledge, the	is odometer reading is NOT	THE ACTUAL MILEA	GE WARNING C	DOMETER DISCREPANCY
DEALER CERTIFICATION: J. certify: The vehicle described above was sold to the purcha-			entited to reside the veh	
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PURCHASER SIGNIUliname)	PRINT Juli name of purchase		Date	elling Bealer
	INCHEST AU	7012/03/07	1964/19-4	IVS Sales 2///4/24/24/24/

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

MV-50 (03/04)

I, RZAEVA IRINA

Was informed by Global Auto, which I purchased the car from, that the car disappeared from the warehouse of CarCont Ltd. The car was paid for by me, that can be confirmed by a copy of the payment document, a copy of the documents for the car, and a confirmation e-mail, that the car has been delivered (year 2011, Make JEEP, Model COMPASS, VIN 1J4NF5FB7BD282296) to Finland.

I am asking to investigate the situation. Clarify the involvement of all the companies associated with the car purchase and transportation, namely: Global Auto (seller), Empire United (shipper), CarCont Ltd. (warehouse in Finland). And the following involved: Sergey Kapustin (whose signature is on the invoice, which I paid for the purchased car), Michael Hitrinov (owner of companies Empire United, CarCont Ltd.), Empire United / Carcont employees: Vyacheslav Gaidash, Daria Osipova, Denis Shavrikov.

I'm ready to cooperate in any possible way, ready to provide all available information.

Please, report any information that appears to the following e-mail: Irina@specprofi.ru

date: February 4, 2013

sionature:

Backa U.B

THIS has been sent to the addressee igor.hituhin@nordlex.fi harlangesg@comcast.net
Tbackman@fmc.gov
fcibelli@mscgva.ch
Ferdinando Cibelli
skendell@mscgva.ch Slmon Kendell

я, Некипелов Денис Николаевич

Выл информирован компанией Global Auto, у которой приобрал автомобиль, о том, что автомобиль бесследно исчез со силада временногохранения CarConi Ltd. Автомобиль был оплачен мной, что может быть подтверждано колией платаченого документа, колией документов на автомобиль, и подтверждающим лисьмом на электромной почте, о поступлении автомобиля (Мерка Mercedes-Benz, Модель C300 4Matte, vin WDDGF81X49R0732951 в Финлиндию.

В святи с чем требую разобраться в данной ситуации. Выссимъ причастность и жей всех компаний связайных спохудей затокобиля и его транспортировки, а именно, Global Auto (продавоц), Empire United (транспортировка вата), CarConl Ltd. (сслад хранении астомобили в Финлидии

Так же непосредственные лице: Сергей Капустин (чья подлясь стоит на инвойсе, который оплачен мной для покупки вато), Михаил Хитринов(вледелец компаний Empire Linked, CarCort Ltd.), работники компаний Empire United/Carcone: Вячестве Гайдаш. Давье Осигова, Дечис Шавриков:

Я готов к полному сотрудночнотку, готов предоставить всю имеющуюся информацию.

Просьба, сообщать о любой появиванийся информации мне на в-тай: Nektrolovstinbox от и Zvonareva-79/00/пай.по

I Nekipelov Denis

Was informed by Global Auto, which I purchased the car from, that the car disappeared from the warehouse of CarCont Ltd. The car was paid for by me; that can be confirmed by a copy of the payment document, a copy of the documents for the car, and a confirmation e-mail, that the car has been delivered to Finland (Make Mercedes-Benz, Model C300 4Mattic, VIN WDD(3F81X49R073295) in Finland.

I am asking to investigate the situation. Clarify the involvement of all the companies associated with the car purchase and transportation. hamely: Global Auto (seller), Empire United (shipper), CarCont Ltd. (warehouse in Finland). And the following involved: Sergey Kapustin (whose signature is on the invoice, which I paid for the purchased car). Michael Harinov (owner of companies Empire United, CarCont Ltd.), Empire United / Carcont employees: Vyachestav Gaidesh. Darla Osipova, Darla Shavikov.

I'm ready to cooperate in any possible way, ready to provide all available information.

Please report any information that appears to the following e-mail: Nekloelov@intox.ru in Zvonareva-76@mail.ru

Подпись (Ф.И.О.)

Нехипелов Денис Николаевич

Mr. Nekipelov Denis

Я, Овчинников Игорь Юрьевич, был информирован компанией Global Auto, у которой приобрел автомобиль, о том, что автомобиль бесследно исчез со склада временного хранения CarCont Ltd. Автомобиль был оплачен мной, что может быть подтверждено копией платежного документа, копией документов на автомобиль, и подтверждающим письмом на электронной почте, о поступлении автомобиля (GMC Acadia 2010 SLT-2, VIN: 1GKLVNED6AJ138200) в Финляндию.

В связи с чем, требую разобраться в данной ситуации. Выяснить причастность к ней всех компаний связанных с покупкой автомобиля и его транспортировки, а именно: Global Auto (продавец), Empire United (транспортировка авто), CarCont Ltd. (склад хранения автомобиля в Финляндии. Так же непосредственные лица: Сергей Капустин, Майкл Головеря (чья подпись стоит на инвойсе, который оплачен мной для покупки авто), Михаил Хитринов (владелец компаний Empire United, CarCont Ltd.), работники компаний Empire United/Carcone: Вячеслав Гайдаш, Дарья Осипова, Денис Шавриков.

Я готов к полному сотрудничеству, готов предоставить всю имеющуюся информацию.

Просьба, сообщать о любой появившейся информации мне на e-mail: oiur@rambler.ru

I, Igor Ovchinnikov, was informed by Global Auto, which I purchased the car from, that the car disappeared from the warehouse of CarCont Ltd. The car was paid for by me, that can be confirmed by a copy of the payment document, a copy of the documents for the car, and a confirmation e-mail, that the car has been delivered to Finland (GMC Acadia 2010 SLT-2, VIN: 1GKLVNED6AJ138200) in Finland.

I am asking to investigate the situation. Clarify the involvement of all the companies associated with the car purchase and transportation, namely: Global Auto (seller), Empire United (shipper), CarCont Ltd. (warehouse in Finland). And the following involved: Sergey Kapustin, Michael Goloverya (whose signature is on the invoice, which I paid for the purchased car), Michael Hitrinov (owner of companies Empire United, CarCont Ltd.), Empire United / Carcont employees: Vyacheslav Gaidash, Daria Osipova, Denis Shavrikov.

I'm ready to cooperate in any possible way, ready to provide all available information.

Please, report any information that appears to the following e-mail: oiur@rambler.ru

05.03.2015 1. All Homewood H. H.

(EFFECT AUTO)

Effect Auto Sales Inc

500 S. Broad St. / Delran NJ 08075 / United States sales@effectauto.ru, money@effectauto.ru
United States: effectauto.com Russia: effectauto.ru
Customer support: 7.495.668.1186, 7.812.309.25-91

Jan 11, 2012

To: Empire United Lines

Good Morning Mikhail,

Please be advised that Effect Auto Sales will use Carcont Ltd as an agent for unloading of all our cars including cars with Empire investment. Global Cargo already made agreement for us with Carcont. We do not need any Empire bill of lading. Please consign all the containers and cars to Carcont.

If you have any questions please call Sergey Kapustin.

Thank you

Irina Kapustina

From:

Svetlana - Global Auto USA <account@globalautousa.com>

Sent:

Monday, December 17, 2012 12:44 PM

To:

EUL-Yuliya Mikhalkevich

Subject:

invoice needed

Attachments:

C104211.doc

From: EUL-Maria Mitrakhovich [mailto:MariaMitrakhovich@eulines.com]

Sent: Monday, December 17, 2012 11:22 AM

To: account@globalautousa.com

Subject: TCNU8761450

Best regards, Maria Mitrakhovich

Empire United Lines., Inc 52 Butler Street Elizabeth, NJ 07206 Tel: 908 469 9401

Fax: 908 469 9404

DOCK RECEIPT/ BILL OF LADING

	,		
SHIPPER/EXPORTER EMPIRE UNITED LINI 2303 CONEY ISLAND AVE		DOCUMENT NO BOOKING#038EUL1046438	
BROOKLYN, NY 11223		EXPORT REFERENCE	
TEL: 718-998-6900		OUR REF# 104211	
CONSIGNEE		FORWARDING AGENT REFERENCES	
CARCONT Ltd			
Merituulentie 424.			
48310 Kotka, Finland			
Tel: +358 5 260 47 22/ Fax	x: +358 5 260 47 55		
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN: X2012	
OCEAN/VESSEL Kaethe C. Rickmers	PORT OF LOADING NEW YORK	ONWARD INLAND ROUTING	
1250R FOR TRANSSHIPMENT	PORT OF DISCHARGE	CSC PREPAID	
BREMERHAVEN KOTKA			

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# TCNU8761450 SEAL #7876388	1 X 40'HC	S.T.C.3 CARS 2010 GMC ACADIA SLT-2 VIN#1GKLVNED6AJ138200 2010 ACURA RDX VIN#5J8TB2H29AA000682 2010 TOYOTA YARIS VIN#JTDBT4K31A5282314		
		SIGNATURE		

DELIVERED BY:	
LIGHTERTRUCK	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH
ARRIVED DATETIME	THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES
UNLOADED DATETIME	
CHECKED BY	FOR THE MASTER
IN SHIP PLACED ON DOCK LOCATION	BY RECEIVING CLERK
	DATE

From:

Svetlana - Global Auto USA <account@globalautousa.com>

Sent:

Sunday, November 11, 2012 5:39 PM

To:

EUL-Yuliya Mikhalkevich

Subject:

invoice needed

Attachments:

c103783.doc

From: EUL-Maria Mitrakhovich [mailto:MariaMitrakhovich@eulines.com]

Sent: Wednesday, November 07, 2012 12:46 PM

To: account@globalautousa.com

Subject: TGHU8737440

Best regards, Maria Mitrakhovich

Empire United Lines., Inc 52 Butler Street Elizabeth, NJ 07206 Tel: 908 469 9401

Fax: 908 469 9404

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		EXPORT REFERENCE OUR REF#103783	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN: X2012	
OCEAN/VESSEL Kaethe C. Rickmers 1245R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE	CSC PREPAID	

CARRIER'S I	RECEIPT	PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40'HC	S.T.C.3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295	ì	
		SIGNATURE		

DELIVERED BY:	
LIGHTERTRUCK	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH
ARRIVED DATETIME	THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES
UNLOADED DATETIME	
CHECKED BY	FOR THE MASTER
IN SHIP PLACED ON DOCK LOCATION	BY RECEIVING CLERK
	DATE

From:

Svetlana - Global Auto USA <account@globalautousa.com>

Sent:

Sunday, November 11, 2012 5:39 PM

To:

EUL-Yuliya Mikhalkevich

Subject:

invoice needed

Attachments:

c103783.doc

From: EUL-Maria Mitrakhovich [mailto:MariaMitrakhovich@eulines.com]

Sent: Wednesday, November 07, 2012 12:46 PM

To: account@globalautousa.com

Subject: TGHU8737440

Best regards, Maria Mitrakhovich

Empire United Lines., Inc 52 Butler Street Elizabeth, NJ 07206 Tel: 908 469 9401

Fax: 908 469 9401

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL103935 EXPORT REFERENCE OUR REF#103783	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ F	ax: +358 5 260 47 55	FORWARDING AGENT REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN: X2012	
OCEAN/VESSEL Kaethe C. Rickmers 1245R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40'HC	S.T.C.3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297		
	,	2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295		
		SIGNATURE GAS HAS BEEN DRAINED, BATTERIES DISCONECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT		
		EXPRESS RELEASE		

DELIVERED BY:	
LIGHTERTRUCK	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH
ARRIVED DATETIME	THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES
UNLOADED DATETIME	
CHECKED BY	FOR THE MASTER
IN SHIP PLACED ON DOCK LOCATION	BY RECEIVING CLERK
	DATE

From: EUL-Maria Mitrakhovich

Sent: Wednesday, January 9, 2013 8:23 AM

To: 'account@globalautousa.com' <account@globalautousa.com>

Subject: TCKU9873233

Best regards, Maria Mitrakhovich

Empire United Lines., Inc 52 Butler Street Elizabeth, NJ 07206 Tel: 908 469 9401

Tel: 908 469 9401 Fax: 908 469 9404

MASTER BILL OF LADING

SHIPPER/EXPORTER		DOCUMENT NO	
EMPIRE UNITED LIN	NES	BOOKING#038EUL1045297	
2303 CONEY ISLAND AV	′ E		
BROOKLYN, NY 11223	_		
TEL: 718-998-6900		EXPORT REFERENCE	
122. 710 330 0300		OUR REF# 104452	
CONSIGNEE		FORWARDING AGENT I REFERENCES	
CARCONT Ltd			
Merituulentie 424.			
48310 Kotka, Finland			
Tel: +358 5 260 47 22/ Fa	ax: +358 5 260 47 55		
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS	
		NO SED REQUIRED:	
		AES-ITN: X20130103021862	
		X20130103022095	
OCEAN/VESSEL	PORT OF LOADING	ONWARD INLAND ROUTING	
MSC Sarah NU301R FOR TRANSSHIPMENT	NEW YORK		
		CSC PREPAID	
DREMERNAVEN	PORT OF DISCHARGE		
	KOTKA		

CARRIER'S	RECEIPT	PARTICULARS FURNISHED	BY SHIPPER	
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# TCKU9873233 SEAL #7876363	1 X 40'HC	S.T.C.3 CARS 2009 BMW X6 VIN# 5UXFG43569L223352	1647 KG	
		2009 TOYOTA PRIUS VIN# JTDKB20U897858466	1523 KG	
	·	2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703	1646 KG	
		2 ENGINES ON PALLETS GAS HAS BEEN DRAINED, BATTERIES	200 KG	
		FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY:	
LIGHTERTRUCK	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH
ARRIVED DATETIME	THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES
UNLOADED DATETIME	
CHECKED BY	FOR THE MASTER
IN SHIP PLACED ON DOCK LOCATION	BYRECEIVING CLERK
	DATE

From:

Svetlana - Global Auto USA <account@globalautousa.com>

Sent:

Thursday, October 18, 2012 1:12 PM

To:

Michael Hitrinov; EUL-Maria Mitrakhovich; EUL-Alex Krapivin

Subject:

coming vehicles

Michael,

3 vehicles listed below are delivered to your warehouse

2011 Jeep Compass 1J4NF5FB7BD282296 **2010 Subaru Outback** 4S4BRBAC0A3374154 **2008 Subaru Tribeca Limited** 4S4WX90D284402874

These two will be delivered today

2009 BMW X5 Turbo Diesel 5UXFF03549LJ96843 **2010 Mercury Mariner** 4M2CN8B74AKJ17359

So, per our agreement we delivered 12 cars and paid all shipping which was due. Please send me updated table.

С уважением,

Светлана, Global Auto USA.

Телефон: +1 (215) 942-8570. Skype: svetlana.global.auto.usa E-mail: <u>account@globalautousa.com</u>

Веб-сайт: www.GlobalAutoUSA.com - Автомобили из США. Продажа авто из Америки.

From:

Svetlana - Global Auto USA <account@globalautousa.com>

Sent:

Thursday, October 25, 2012 4:00 PM

To:

EUL-Yuliya Mikhalkevich; EUL-Alex Krapivin; Michael Hitrinov

Subject:

release needed

Good Day,

Please be advised that we delivered a title for 2001 Jeep Compass VIN#282296.

Please release the following vehicle.

2010 LEXUS RX 350

2T2BK1BA3AC027856

С уважением,

Светлана,

Global Auto USA.

Телефон: +1 (215) 942-8570. Skype: svetlana.global.auto.usa

E-mail: account@globalautousa.com

Веб-сайт: www.GlobalAutoUSA.com - Автомобили из США. Продажа авто из Америки.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2221 / Virus Database: 2441/5353 - Release Date: 10/25/12

From:

Igor Azikov <igor@effectauto.com>

Sent:

Friday, October 26, 2012 9:13 AM

To:

EUL-Maria Mitrakhovich

Subject:

FW: Release for Effect Auto Sales, Inc

From: Igor Azikov [mailto:igor@effectauto.com]

Sent: Friday, October 26, 2012 8:49 AM

To: 'michael@eulines.com'

Subject: FW: Release for Effect Auto Sales, Inc

Good morning Michael,

Please send us release for 2010 VW CC VIN: WVWML7AN9AE507141.

We dropped off 2008 Mercedes-Benz C300 VIN: WDDGF81X49R073295 as a collateral and ready to pay \$100 fee.

Thank you.

lgor A.

Effect Auto Sales, Inc